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Current Topics.

The Losses of the War.

The losses which our forces have been suffering lately, with results as brilliant as elsewhere disappointing, have, as many have had occasion to realize, been exceptionally severe, and they are reflected in the obituary notices which we print this week. It will be seen with regret that they include a notice of the death of the youngest son of Lord Justice SCRUTTON. We know no more appropriate lines than those which we print from week to week from Sir HENRY NEWBOLT'S stanzas, at once pathetic and stirring, on Clifton Chapel, and we may, perhaps, not unfittingly, call to mind some previous lines from the same poem:—

"The end .

Is His, who built the world of strife,
Who gave His children Pain for friend
And Death for surest hope of life."

The Chancery Registrars and Masters.

THE ANNOUNCEMENT which we print elsewhere that it is not intended at present to fill up the vacancy in Chancery Chambers caused by the death of Master ROMER may be only the result of war economy; but it should be remembered that the Civil Service Commissioners in their Sixth Report, issued in 1915, recommended the amalgamation of the Chancery Masters' Chambers with the Registrars' Office, and it is possible that a step in this direction may be taken. Both the Masters and the Registrars have important and responsible work, and there are no doubt some advantages in the administration of the two departments being separate. But many orders—chiefly procedure orders—are already drawn up in Chambers, and the question of uniting the offices is not a new one. It was raised by the Legal Departments Commission in 1874, and Lord ESHER'S Committee on the Chancery Offices in 1885 recom-

mended that the Registrars' Office should cease to exist as a separate department, and that all orders should be drawn up in Chambers, a sufficient staff being provided for the purpose. The recent report emphatically adopted the same view so that all the business of Chancery causes might be transacted in a single office, with the exception of taxation and such business as is done in the Central Office.

District Wages Committees.

WE PRINTED recently (61 SOLICITORS' JOURNAL, p. 780) the Regulations made by the Board of Agriculture for the establishment of the Wages Board under the Corn Production Act, 1917. The duty of the Board is to fix minimum wages for workmen employed in agriculture on time work, and also, if thought necessary or expedient, rates for piece work (section 5); and under clause 12 of Schedule I. the Agricultural Wages Board may establish district wages committees, and may refer for their report and recommendations any matter which they think fit so to refer; and may delegate to them any of the Board's powers and duties, other than their power and duty to fix minimum rates of wages. A district wages committee must include at least one member of the Agricultural Wages Board or other person nominated by the Board of Agriculture and Fisheries, and provision must be made for the equal representation of local employers and local workmen. We print elsewhere provisional regulations which have been made with respect to district wages committees, from which it will be seen that they are to be established as soon as practicable for the whole of England and Wales.

The Shipping Controller's Powers.

THE CASE of *The China Mutual Steam Navigation Co. (Limited) v. Sir Joseph Maclay* (Times, 16th inst.) raised a question of great importance—possibly, rather technical than practical—as to the powers of the Shipping Controller in respect of the requisitioning of ships. The Ministry of Shipping was created by the New Ministries and Secretaries Act (passed on 22nd December, 1916), s. 5, and under section 6 the Shipping Controller is "to control and regulate any shipping available for the needs of the country in such manner as to make the best use thereof, having regard to the circumstances of the time"; and for this purpose he is to have such powers or duties of any Government department or authority, whether conferred by statute or otherwise, as may be transferred to him by Order in Council. No such Order in Council has been made, but Defence of the Realm Regulation 39BBB confers upon the Shipping Controller extensive powers, including power to make orders regulating the nature of the trades in which ships are to be employed, the traffic to be carried on therein, and the terms and conditions on which this traffic is to be carried. He may also requisition any ships or cargo spaces in order that they may be used in manner best suited for the needs of the country, paying compensation to be determined, in default of agreement, by arbitration. These powers are to be in addition to and not in derogation of any prerogative right of the Crown.

Conscription of Shipowners.

ACTING UNDER these powers the Shipping Controller requisitioned the ships of the plaintiff company other than those which had been already requisitioned by the Government here or in India or the Colonies; and did it in such a way, it seems, as to interfere as little as possible with the actual management. The company were informed that it was not the desire of the Government to interfere either with the nature of their business, or the mode of conducting it, except so far as these might be interfered with by the decisions of the representative committee of shipowners at home, and of certain agents abroad. The company were therefore to continue to run the vessels as for themselves, though actually for the account of the Government. The scheme of management was set out more fully in the letter addressed by the Shipping Controller to the com-

pany. The company claimed that the requisition was *ultra vires* and asked for a declaration to that effect. In this they succeeded. The learned Judge held that regulation 39BBB was properly made under the Defence of the Realm Acts, but on analyzing the scheme, he found it to contain (1) a requisition of the steamers, (2) a requisition of the owners' services, and (3) a requisition of the profits. Now, while the Shipping Controller had, under the regulation, a power to requisition the ships, he had no power to requisition the owners' services. This is a form of compulsion which at present has not been authorized. Consequently the requisitioning was *ultra vires*. The decision has caused much comment, and both the Shipping Controller and the Attorney-General have taken part in the correspondence on it which has appeared in the *Times*. This we need not touch upon, except to remark that there is nothing unusual in the Crown's prerogative power being raised by way of defence on the pleadings, and then abandoned at the hearing if the law officer in charge of the case does not see fit to make use of it. The regulation, indeed, invites such a defence, since, as we have seen, it expressly saves the Crown's prerogative. The practical result appears to be that the Shipping Controller must make arrangements with the owners outside the regulation, and if this is not effective, no doubt he will obtain additional powers. For this, we imagine, further legislation would be necessary.

Actions Against Government Departments.

A FURTHER POINT raised in *The China Mutual Steam Navigation Co.'s case* (*supra*) was whether an action would lie against the Shipping Controller, or whether it should have been brought against the Attorney-General as representing the Crown. The practice of bringing a declaratory action against the Attorney-General as representing the Crown was established by the well-known case of *Dyson v. Attorney-General* (1911, 1 K. B. 410), where the validity of Form IV. under the land duty clauses of the Finance Act, 1910, was in question. It was claimed on behalf of the Crown that though an action would lie where the rights of the Crown were only incidentally concerned, yet where they were the immediate object of the suit, the proceedings must be by petition of right. This, however, was rejected by the Court, who held that the Court of Chancery formerly had jurisdiction to entertain an action directly affecting the rights of the Crown, and this was now vested in the High Court. Moreover, R.S.C., ord. 25, r. 5, allowing a declaratory judgment to be made, applies to such an action, and thus a declaratory judgment can be made against the Crown. And that the Attorney-General is not necessarily the defendant in such a case appears from a passage in *Raleigh v. Goschen* (1898, 1 Ch., p. 78), to which BAILHACHE, J., referred. ROMER, J., had invited the assent of Sir RICHARD WEBSTER, then Attorney-General, to a statement as to the liability of heads of Government Departments, and the Attorney-General expressed his opinion that if any person, whether an officer of State, or a subordinate, had to justify an act alleged to be unlawful, the legal justification could be inquired into in the High Court, and it did not matter whether the defendant was the head of the Department or not. Mr. Justice BAILHACHE, accepting this, held that the action had been properly brought against the Shipping Controller.

An Insurance Change of Name.

CURRENT EVENTS in the insurance world have attracted a good deal of attention of late, and this is evidenced by the special insurance section to which a part of the *Times Trade Supplement* for the current month is devoted. The various forms of insurance—and they are now numerous—are the subject of separate treatment, and the articles form instructive and interesting reading. The tendency to extend the scope of a company's business appears to be growing, and one instance is that of the Licences Insurance Corporation and Guarantee Fund (Limited) which we believe has been extensively connected with the legal profession. It now transacts fire and

general accident business, and has changed its name to the Licences and General Insurance Company, Limited. But it will be seen that the change of name involves no doubt as to the identity of the company, and with the wider business which it has taken up, it will no doubt find new fields of usefulness.

Insurance History.

INSURANCE ACTIVITY in the literary direction is evidenced by "Links with the Past," which we have received from the Eagle and British Dominions Insurance Co., Ltd. This is a tastefully got-up and handy volume, in which the history of insurance in general, and the development of the Eagle office in particular, is set out with a wealth of interesting information, accompanied by pictures and portraits. In going back to the dinosaurs, the author may have dived somewhat needlessly far into the pre-historic era—but he had a well-known artist as his predecessor in that quest. Insurance does not seem to have become established till well within historic times, but as soon as records are available there is much to interest the reader. The first minutes of the Eagle Co. provided that "no person of ye law except ye solicitor and advising council" of the company "shall hold any shares or any office in ye company," but this prejudice against the legal fraternity seems to have been quite temporary. The illustrations show the early forms of apparatus for extinguishing fire, and the improvements which have been made in these are doubtless paralleled by the advance in insurance generally.

Of Unlicensed Printing.

THE art of printing, says a note to BLACKSTONE (Comm. IV., p. 152), soon after its introduction, was looked upon (as well in England as in other countries) as merely a matter of State, and subject to the coercion of the Crown. It was, therefore, regulated by the King's proclamations, prohibitions, charters of privilege and licence, and finally by the orders of the Star Chamber. When the Star Chamber was abolished, the like powers were assumed by the Long Parliament, and, on the Restoration, restrictions on printing were continued under successive statutes, but the last of these came to an end in 1694. Frequent attempts were made by the Government to revive them, but these were strongly resisted by Parliament, and according to the same author the Press became properly free in that year.

This change was of course largely due to MILTON's famous plea for the liberty of unlicensed printing in the *Areopagitica*, which, for prose, has attained almost the same currency of knowledge as *Hamlet* for poetry. In this certainly, in the words of BROWNING, "MILTON was for us." There was then no mere isolated ban upon particular publications, such as has suggested this article, but a general restriction on all printing save that which the censor chose to license, and the main theme of MILTON's plea was the crushing burden which this placed on the pursuit of knowledge; and if the restriction claimed to be in favour of virtue and to exclude vice, the answer was clear:—"I cannot praise a fugitive and cloistered virtue, unexercised and unbreathed, that never sallies out to seek her adversary, but sinks out of the race, where that immortal garland is to be run for, not without dust and heat." And to think of keeping out vice by restricting printing was like "the exploit of that gallant man who thought to pound the crows by shutting his park gate." And who was to be the licenser? "The State shall be my governors, but not my critics; they may be mistaken in the choice of a licenser, as easy as the licenser may be mistaken in an author."

When MILTON's work was published the battle for unlicensed printing was already won, and it was only a matter of time for the fruit to be gathered. This was done when the last statute of the seventeenth century imposing restrictions on printing had expired. Thereafter there was freedom of the Press; but it must not be supposed that this meant absolute freedom.

"The liberty of the Press consists in printing without any previous licence, subject to the consequences of law"; per Lord MANSFIELD in *R. v. Dean of St. Asaph* (3 T. R. 428 n). And this is in accordance with BURKE in his letter to the Sheriffs of Bristol:—

"The extreme of liberty (which is its abstract perfection, but its real fault) obtains nowhere, nor ought to obtain anywhere; because extremes, as we all know, in every point which relates either to our duties or satisfactions in life, are destructive both to virtue and enjoyment. Liberty, too, must be limited in order to be possessed. The degree of restraint it is impossible in any case to settle precisely. But it ought to be the constant aim of every wise public council to find out by cautious experiments and rational cool endeavours, with how little, not how much, of this restraint the community can subsist; for liberty is a good to be improved, not an evil to be lessened.

And the legal principle which underlies this necessary restriction on liberty is stated by BLACKSTONE:—

"Where blasphemous, immoral, treasonable, schismatical, or scandalous libels are punished by the English law, some with a greater, others with a less degree of severity, the liberty of the Press, properly understood, is by no means infringed or violated. The liberty of the Press is, indeed, essential to the nature of a free State; but this consists in laying no previous restraints upon publications, and not from censure for criminal matter when published."

The question, indeed, is no longer of the right to print without licence, but of the indirect restriction resulting from criminal or civil liability for the consequences; and the practical liberty of the Press depends upon the extent to which this indirect restriction is carried. The liberty of the Press consists, in a strict sense, merely in exemption from the superintendence of a licenser. But it cannot be said to exist in any security, or sufficiently for its principal ends, where discussions of a political or religious nature, whether general or particular, are restrained by too narrow and severe limitations (Hallam, Const. Hist. chap. 15). The extent to which the law of libel was carried—it was held that to possess the people with an ill opinion of the Government, that is, of the Ministry, was a libel (*Tutchin's case*, 14 St. Trials, 1095)—constituted a formidable curb on reasonable liberty; and at the end of the eighteenth century there was a revival of repressive legislation, aimed both at the freedom of the public Press and the right of assembling in meetings for the purpose of public discussion—a revival so bitterly opposed by men who retained regard for liberty that Fox intimated that obedience was no longer a question of moral obligation and duty, but of prudence (BUCKLE, Hist. of Civilization in England, I. chap. 7, 1871 ed., p. 493 n).

The doctrine of the liberty of the Press seems to be substantially the same in the United States. The first Amendment of the Constitution provides that Congress shall make no law abridging the freedom of speech or of the Press, and similar provision is made in the Constitutions of the several States. But this is not understood as giving absolute liberty. It only gives that liberty of publication without previous Governmental permission which was guaranteed in England by the abolition of the censorship. "To indulge the belief that a citizen may speak, print and publish *ad libitum*, any matter, whatever the substance or language, without accountability to law, involves a radical misconception of the scope of the constitutional protection of free speech and a free Press. Liberty in all its forms and assertions in this country is regulated by law. It is not unbridled licence" (Mr. W. W. ACKERLY, in *Case and Comment*, Nov. 1915, referring to Judge PHILLIPS in *United States v. Harmon*, 45 Fed. 417). Accordingly, the American reports abound with cases turning upon the extent to which printing, though unlicensed, is in effect checked by the laws aimed at immorality, sedition and other offences against order and good manners. It has been held, for instance, that the courts do not infringe the rights of free speech by granting injunctions against statements made in industrial disputes with a view to injuring an employer's business: *Gompers v. Buck's Store & Range Co.* (221 U.S. Rep. 418).

We print elsewhere the new Defence of the Realm Regulation which reintroduces in this country the system of licensing. The material part is that it forbids the printing, pub-

lishing, and distributing of "any leaflet relating to the present war or to the making of peace unless the contents have previously been submitted to and passed by the Directors of the Official Press Bureau or some other person authorized in that behalf by the Secretary of State." We do not propose to inquire whether this is *intra vires*. Since *Zadig's Case* (*R. v. Halliday*, 61 SOLICITORS' JOURNAL 443; 1917, A.C. 260), the most noteworthy feature in which was Lord SHAW's dissenting judgment, it has been safe to assume that the Government are the sole arbiters as to what infringements of ordinary rights may be committed under the Defence of the Realm Acts. But it is obvious from the foregoing summary that the reintroduction of the censorship, though in this case it may be technically legal, is entirely opposed to well-established constitutional practice, and can only be justified if an overwhelming case is made for it.

At present we are not aware that any substantial case has been made. We are aware that there are opposing views on the continuance of the present war—the views of the not inconsiderable minority who desire to find some means for ending it being regarded with extreme disfavour by many persons; and also that the right of free speech on the subject has been abolished in certain parts of the country by the inability of the Government to perform its primary duty of maintaining order. There remained the concurrent right of liberty of printing, in respect of which no such consideration existed. Public order was not disturbed, but the public mind might be informed. We gather that the Government do not wish it to be informed, or at least that they desire to keep the mode and extent of the information under their own control. It is not necessary to labour this point. It is covered by what has been presented above. The present state of Europe and the outlook for all its peoples are not such that any views in favour of peace can lightly be suppressed. And, all particular argument apart, we cannot understand how any circumstances can justify Government interference with efforts to bring the present catastrophe to a close. We view the working of the new regulation with grave apprehension.

Counterfeit Christian Names.

AN announcement occasionally appears that a certain individual has changed his, or her, Christian name. In such times as these it may be asked, might not the trouble and expense be saved as abortive?

When a Mr. GILBERT EAST CLAYTON-EAST, coming into possession of estates, had to assume the surname of GILBERT-EAST in lieu of CLAYTON-EAST, he was, we remember, thereafter Mr. GILBERT EAST GILBERT EAST (*East v. Twyford*, 9 Hare, 713, 724), and it is evident that one reason was that his Christian name was inalienable, and could not, at his age, be changed, except by Act of Parliament. But, if the matter be regarded a little more closely, it will be seen this announcement may not be so futile as it at first appeared. In strictness, a Christian name is one given at baptism (or, *semblé*, at confirmation); and it is submitted that it follows that every person who has never been baptised can only have a reputative name, which, for distinction, we will call a front name. Such a person would, in respect of this front name, be in an analogous position to a person born out of wedlock with regard to his surname. By law he, being nameless, would be entitled voluntarily to assume any distinctive appellation he chose, and by time would gain that appellation by repute. In addition, he would have the right, given *bona fides*, of changing this front name for another when, and as often, as he liked; and, in such case, the only difficulty would be which one of two or more front names was, at a given date, his real front name: cf. *Sullivan v. Sullivan* (2 Hag. Con. 253). If the reader agrees with this argument, he will be prepared to appreciate, and to accept, the statement, to be found in an old report (*Rex v. The Bishop of Chester*, 1 Ld. Raym. 292, 305), that it is true that there are several persons who purchase by the name of Thomas, John, &c., who were never christened, but, in such cases, those

names are surnames only; or the no less striking statement that a Jew, a pagan, or a Turk, who can have no Christian name, is liable to be sued by the name he has put to his bond or deed: *Williams v. Bryant* (5 M. & W. 447, 453); or another, appearing in no less an authority than the twenty-fourth edition (1910) of Archbold's Criminal Pleadings, at p. 47, that, in an indictment, a child against whom the offence was committed cannot be described as "a certain male infant of tender age, to wit, of the age, &c., and not baptized," the indictment must either state its name, or (if it have no name, either by baptism or reputation) state the name to be to the jurors unknown (see as to the present practice, the Indictments Act, 1915, 5 & 6 Geo. 1, c. 10, Sched. I, rule 7). The conclusion, therefore, which we reach is that, whereas a person *volens volens* has a life tenancy in any baptismal name, curative treatment for any front name he may have and dislike is more easy, inexpensive and simple. Even a publication of alteration in the Press does not seem essential to the cure: cf. *Hawkins v. Luscombe* (2 Swanst. 385, 386).

It seems pretty certain that he who has mastered such distinctions between the real and counterfeit will be able to read with much greater profit, and to interpret with much more insight, such important legislation as the Registration of Business Names Act, 1916 (6 & 7 Geo. 5, c. 58), or the Companies (Particulars as to Directors) Act, 1917 (7 & 8 Geo. 5, c. 50). Is not this a noteworthy instance, surely, of ancient, and possibly forgotten, principles blossoming into fruitful importance under the excitation of quite novel circumstances?

As Lord COKE said, a man cannot have two names of baptism, as he may have divers surnames (Co. Litt. 30). Hence curious and moot points emerge from the modern fashion of using pet names, and of adopting pen, theatrical, or business names. It seems to us that all such names must, so far as they take the place of Christian names, be merely front names. Without doubt, when Miss Smith, who was baptized Jane Gladys Elizabeth, signs and calls herself Gladys Smith, there is more difficulty in determining whether Gladys is a Christian or a front name. We are inclined to think it more accurate to deem it a front name; from the authority cited it is evident she cannot be named Jane Gladys Elizabeth, *alias* Gladys, while common custom does not authorize one to consider Gladys as an abbreviation of her name in the same way as it does the initials J. G. E.

We are perfectly aware that, several years ago, there were judicial *obita dicta* for the submission that an initial could not be regarded as a Christian or front name; but more recent cases shew that, if any instrument have to be authenticated by the Christian name of the signatory, a well-known abbreviation will suffice: *Reg. v. Avery* (18 Q. B. 576), *Reg. v. Bradley* (3 E. & E. 634), *Henry v. Armitage* (12 Q. B. D. 257). And should any baptized person be known by a front name, or by one or more only of the members of the name by which he was baptized, the description by the name of reputation suffices: *Gould v. Barnes* (3 Taunt. 504), *Williams v. Bryant* (*ubi sup.*). Moreover, in one case in which identity was material, an alteration in the order of the members of a Christian name was condoned: *James v. Whitebread* (11 C. B. 406). If a grantee of a bill of sale, with the object of concealing the fact that the grantor had given a bill, were knowingly to take it in a Christian name by which the grantor was unknown, we confess it would not surprise us if the bill were held fraudulent and void at common law: see *Central Bank of London v. Hawkins* (6 Times L. Rep. 181). And, though under section 10, sub-section 2, of the Bills of Sale Act, 1878 (41 & 42 Vict. c. 31), it is, as we gather from a still more recent case, immaterial if the grantor of a bill be described, in a bill and in the affidavit of registration, by a wrong Christian name, so long as a creditor is not in fact misled (*Downs v. Salmon*, 36 W. R. 810, 20 Q. B. D. 775), such a misdescription, coupled with a misstatement of the grantor's occupation, is sufficient to avoid the registration: *Lee v. Turner* (20 Q. B. D. 773). And, to turn to quite different and much happier topics, in the proclamation of banns of marriage all the members of the two baptismal names of bride and bridegroom in strictness

should be set forth in their correct order, and where this is not done, an interesting question must arise, which, on the ground of the space at our command, cannot be discussed here, whether the subsequent marriage was, or was not, invalidated by the irregularity (Cripps on Clergy Law, 6th ed., 619; Rayden on Divorce, Sect. 29). But we should remind the reader that a marriage by licence is on a different plane from a marriage after banns or on notice before a registrar. The main object in the latter cases is publicity, in the former case identity: *Ewing v. Wheatley* (1 Curt. 874); *Re Rutter* (1907, 2 Ch. 592); *Plummer v. Plummer* (61 SOLICITORS' JOURNAL, 558; 1917, P. 163). Supposing, therefore, that a minor is married by licence before a registrar in the disguise of a false name, and that the previous statutory notice was false to the knowledge of both spouses, the marriage is, nevertheless, valid, and any children of the marriage can obtain a declaration of legitimacy: *Plummer v. Plummer* (*ubi sup.*). "Testator's nonsense" is always with us, and it is worth observing that where, when making a will, the careless man, by a misnomer of a Christian name, unintentionally makes an infant, or an awkward individual, his executor, he throws a ton of unnecessary trouble and expense upon his friends and relatives: cf. *Re Peel* (2 P. & D. 46).

On the whole, lawyers have still sufficient justification, whatever the public may think, for sometimes complying with Lord COKE's injunction to take "special heed to the name of baptism"; and this notwithstanding that it no longer, thank goodness, profiteth in criminal proceedings to enter a plea of abatement for misnomer, and in civil proceedings the tendency of modern judges is most usually to treat a question of misnomer in the dry light of identity and estoppel. In short, modern practice permits the lawyer to work without the nightmares of such a case as that where the plaintiff was nonsuited because, in copying Lord WATERPARK's title in a declaration, a clerk, instead of writing Baron WATERPARK OF WATERPARK, had written Baron WATERPARK OF WATERFORK: *Walter v. Mace* (2 B. & A. 756). Yet it should be remembered, this indulgence does not seek to encourage, or to foster, inaccuracy, either in thought or expression.

Treaties of Peace.*

II.

In his chapter dealing with the constitution and procedure of the Peace Conference Dr. COLEMAN PHILLIPSON lays it down as a general principle that belligerent allies may not conclude peace separately:—

"Unless there be a specific agreement to the contrary, it is understood that allied States prosecuting hostilities against a common enemy will not conclude peace separately. To do so might be incompatible with the alliance, and so would constitute an illegitimate repudiation of it. It is usual, however, to strengthen this obligation and make it more precise by means of an engagement entered into before the war, or at its commencement, or at some period during its existence."

The Pact of London, entered into on 5th September, 1914, between Great Britain, France, and Russia—Japan and Italy acceding since—is a striking instance of this; but numerous instances are given, ranging from the Treaty of Paris in 1635, between France and the States General, to the Treaty of Constantinople in 1854, between Great Britain, France, and Turkey. The latter was confirmed a month later in the same year by the Treaty of London, which laid down that none of the parties was to accept any overture or proposal tending to bring about a cessation of hostilities without having arrived at a common decision to that effect.

The place of the Peace Conference is preferably in neutral territory; and if there is a mediatory Power, the country of this Power is not infrequently selected. Thus the Peace Conference of 1859 between France and Austria was held at Zurich; that between Russia and Turkey in 1878 at Berlin; that between the United States and Spain in 1898 at Paris; and that between Russia and Japan in 1905 at Portsmouth, in the United States. The Confer-

ence between France and Germany in 1871 was commenced at Brussels, but was afterwards moved by Germany to Frankfurt, in her own territory. The latter course—the choosing by the victor of a place in his own or in the defeated country—has also frequently been adopted. In 1814 France was obliged to send her delegates to Vienna, but that has been ascribed, among other reasons, to its "great resources for festivities and the charming character of its inhabitants"—a reputation embodied in the lines:—

"That not in any mother town
With statelier progress to and fro
The double tides of chariots flow
By park and suburb, under brown
Of luster leaves."

In what town the present war will be definitely ended it is useless to speculate; still less whether it will be in neutral or belligerent territory, for the list of neutrals is continually diminishing, and soon there will be few, if any, left. More important is the choosing of the delegates—the title "plenipotentiary" dates from the eighteenth century—by whom the momentous negotiations are conducted. Dr. COLEMAN PHILLIPSON says:—

"If we look at the treaties of peace concluded in the last hundred years we shall find that, when several delegates are chosen by each Power, one of them is generally its Minister for Foreign Affairs, another is frequently its ambassador or diplomatic agent accredited to the sovereign in whose territory the Peace Conference is to be held, the rest are Ministers of State or special envoys."

Of the various instances given the most interesting is that of the conclusion of the Franco-German War:—

"The negotiators of the Preliminaries of Versailles, 26th February, 1871, were BISMARCK, together with the Foreign Ministers of Bavaria, Württemberg, and Baden, on one side, and M. THIERS, Chief of the Executive of the French Republic, and M. FAVRE, the Foreign Minister, or the other. But in the definitive Treaty of Frankfurt, 10th May, 1871, France appointed three plenipotentiaries (including M. FAVRE and the Minister of Finance) and Germany two (BISMARCK and the German Ambassador to the Papal Court)."

Questions also arise as to the Powers to be represented. These, Dr. COLEMAN PHILLIPSON says, should include all the Powers directly concerned, though this principle has by no means been always recognised. On several occasions the Great Powers have arrogated to themselves the right to regulate the affairs and even decide the fate of smaller States, without admitting their representatives, or, if they were formally admitted, without consulting their wishes or regarding their contentions. Examples of this are the Congress of Utrecht in 1712, where England and France predominated; and at the Congress of Aix-la-Chapelle (1748) this was repeated. Only Great Britain and France discussed the high diplomatic questions, and merely communicated the decisions to their allies after they had been arrived at. In the nineteenth century instances of the exclusion or disregard of smaller States occurred at Vienna (1814-15), at Paris (1856), and at Berlin (1878). On the other hand, neutrals are sometimes invited to a Peace Conference, and in 1856 the belligerents in the Crimean War agreed to invite Prussia to take part in the Congress of Paris, inasmuch as her concurrence would be useful in the work of general pacification.

Ceremony and formality, it seems, tend to disappear from peace conferences, as elsewhere, and there is little left of the elaborate ceremonial of diplomacy which formerly delayed matters. The initial proceedings are now simple and businesslike. Trouble has naturally arisen over questions of precedence—troubles which were not finally removed by the expedient of a round table. But a round table, with the delegates arranged in the alphabetical order of the names of their countries (Paris, 1856), or a horseshoe table with the like arrangement (Berlin, 1878), seems to have been effectual. Secrecy is the diplomatic rule, but at Portsmouth in 1905 the American journalists found this no barrier. The question of precedence also arises as to the order of signatories to the treaty, and it has been solved in the same way—by the alphabet—and also by the use of the *alternat*, "whereby the copy of the treaty taken by each contracting party has its own name first, both at the head of the instrument, in the preamble, and at the foot, in the list of signatures, all the other parties being arranged alphabetically."

But the main thing is the treaty itself:—

"The fundamental object of a treaty of peace is: first, to put an end to the war; secondly, to settle the differences that produced it; and thirdly, to settle whatever new differences may have arisen in the course of hostilities."

* Three Centuries of Treaties of Peace and Their Teaching. By the Rt. Hon. Sir Walter George Frank Phillimore, Bart., D.C.L., LL.D., late Lord Justice of Appeal formerly Fellow of All Souls' College, Oxford. John Murray. 7s. 6d. net.

Termination of War and Treaties of Peace. By Coleman Phillipson, M.A., LL.D. Litt.D., Barrister-at-Law. T. Fisher Unwin (Limited). 21s. net.

The document itself consists, like other legal instruments, of general—corresponding to common form—articles and special articles. Of the former class are those which provide for the cessation of hostilities and the establishment of peace, the evacuation of territory which has been militarily occupied, the liberation of prisoners of war, the granting of an amnesty, and the revival or abrogation of pre-war treaties. The special articles are those which settle the matters for which the war has been fought; "they constitute the price of peace." The most usual are those which provide for the cession of territory and the payment of an indemnity. Of miscellaneous subjects settled by treaties Dr. COLEMAN PHILLIPSON gives a long list selected from the peace treaties of the last hundred years. And the expedient has often been adopted of inserting articles which are to be kept secret, though the constitution of certain countries—e.g., Belgium and Spain—forbid this; and it is pointed out that such a practice generally countenanced and adopted would place international relations on a basis of deceit and hypocrisy.

Very interesting are the pages dealing with the arrangement and interpretation of treaties, with the date of peace, the ratification of the treaty, and the means of ensuring its performance. In the later chapters Dr. COLEMAN PHILLIPSON discusses in detail the general and special clauses as above outlined and the effect of cession of territory. But it would be beyond our scope to follow him further. The last three chapters deal with the effect of cession. All this will be of great interest when we have arrived at the conclusion of the present war. It may be noted that up to 1871 there was an increasing tendency to exact indemnities. Probably the limit was reached in the 5,000,000,000 francs exacted by Germany from France. On the other hand, there have been occasions where no indemnity was given—e.g., the Treaty of Zurich, 1859, between France and Austria; the Treaty of Paris, 1898, between the United States and Spain; the Treaty of Portsmouth, 1905, between Russia and Japan. And under the Peace of Vereeniging, 1902, not only was no indemnity required, but Great Britain made provision for re-establishing the Boers in their homes.

We have found Dr. COLEMAN PHILLIPSON's book so full and interesting that we shall have to be content with a brief notice of Sir WALTER PHILLIMORE's. As we said last week, he looks at treaties rather from the historical and practical side than the technical, and he keeps in view the objects to be obtained by the coming treaty. "Let there," he says, "be some result worthy of all the courage and endurance which stand forth as bright points of light against the darkness and gloom of these three years of misery. Let us close these with a solid and lasting peace, if possible." But the perusal of his account of modern treaties, commencing with the Peace of Westphalia in 1648, which closed the Thirty Years' War, and coming down to the Balkan Treaties of 1913, forces the reflection how difficult this will be. No sooner, it seems, has one cause of difference been removed than another springs up to perpetuate the evil tradition of war—a tradition only to be eradicated by the establishment of a League of Peace or the acceptance of the principles of Tolstoy.

But Sir WALTER PHILLIMORE's book is by no means a mere enumeration of treaties and their making. This would be the drybones of the subject, and in his hands the drybones come to life. He groups the treaties, and describes their purport with a view to shewing their effect on the making of Europe; and though to-day Europe is in a sorry plight, yet this is only temporary. Each successive stage in the history gives, it may be hoped, firmer ground on which the future may be based. Accordingly, after laying down in Chapter I. the conditions of a just, lasting, and effective Treaty of Peace, Sir WALTER discusses the lessons supplied by treaties of peace from Westphalia to the Congress of Vienna in 1815; that Congress and its legacies; the making of Italy and the re-making of Germany; and the treaty history of Eastern Europe. In all these chapters he treats his subject with great wealth of detail, and gives a clear account of the events of the nineteenth century, which were, it seems, only preparatory to the present war. Other chapters deal with extra-European treaties of peace, and with treaties concerning the laws of war. The latter contains a useful discussion of the practice and doctrine of blockade and contraband which led up to the Declaration of Paris in 1856. That Declaration is now the subject of attack in some quarters, and under the system of reprisals which has prevailed since the beginning of 1915 it is not easy to say how much of it is still left. Before the war the relaxations which had led to the Declaration promised to be carried further, and it was by no means improbable that the capture of private property at sea might be abolished. Of this Sir WALTER PHILLIMORE sees little chance now. His final chapter—"Conclusions"—is written on the assumption of an Allied victory, moderate but not overwhelming, and "on the further assumption that the statesmen and diplomatists of both sides will strive for a peace which is not an armistice nor a truce, but one

as lasting as human foresight can secure." He regards the neutralisation of States as futile, and hopes for something from the restoration of the balance of power—an unfortunate revival, we may suggest, of a system which stands for an armed peace with competitive armaments. He goes in detail through the numerous territorial and national settlements which will have, in some way, to be adjusted; and as to Alsace-Lorraine, he points out that the feelings of the inhabitants should be consulted. Much information is given as to the Slavonic and Roumanian lands in Austria-Hungary, and attention is called to the error involved in the term "Czecho-Slovaks," which was used in the Allies' Reply, at the beginning of this year, to President Wilson; and the question of punishment for the origin of the war, or, if that is not to be expected, at least for the perpetration of offences against the laws of war is dealt with. Sir WALTER's "Conclusions" do not include a League of Peace, and at the beginning of the book (p. 4) he refers to this as a not very likely substitute for the balance of power. We hope he is mistaken. The two books together will be very useful both for those who can influence the coming peace, and for those who wish to follow the course of events with understanding.

Books of the Week.

Libel and Slander.—Principles and Practice of the Law of Libel and Slander, with Suggestions on the Conduct of a Civil Action, Forms and Precedents, and all Statutes bearing on the subject. 5th Edition. By Sir HUGH FRASER, Barrister at-Law. Butterworth & Co. 21s. net.

Registration of Business Names.—A Treatise on the Registration of Business Names Act, 1916, and the Companies (Particulars as to Directors) Act, 1917, and Guide to Procedure thereunder, with Appendix containing the Statutes, Rules, and Orders. By H. PARKER JONES, Solicitor. Butterworth & Co. 6s. net.

Correspondence.

War Damage and State Compensation.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The new Government scheme for dealing with the question of compensation for air-raids and bombardment damage will come as a welcome relief to a large proportion of the population. It provides that, as from 1st September, 1917, those sufferers who own insurable property of a total value not exceeding £500 will be compensated whether they are insured or not, whereas those who own property of a greater value than £500 must, if they wish to receive any compensation, insure for the excess.

In one respect the new scheme is preferable to that inaugurated in July, 1915, for it is obvious that the smaller insurance premiums barely afforded an adequate remuneration for the time and trouble expended on their collection, and that the net profits derivable from the new scheme will be but little less than those which would have been made if the original scheme had been adhered to.

The limited and partial recognition by the Government of the principle of national responsibility in the matter of air-raids and bombardment damage has been defended on the ground that something roughly approximating to a true line of demarcation will be thereby drawn between the richer and the poorer sections of the community. A little consideration, however, will show that this is far from being the case. In the first place, it is obvious that very many of those who own less than £500 worth of furniture and no house property are comparatively well-to-do persons. But even if we ignore these men, and consider only those who own houses as well as household furniture and effects, it can easily be shewn that the new Government scheme differentiates very unfairly between such owners. Take two typical cases, A. and B. A. owns a house valued at £400, and has also £100 worth of furniture. B., with a similar amount of furniture, is the nominal owner of three houses of the total insurable value of £1,200. B. borrowed, some years ago, £800 on the security of his three houses, and the present value of his interest therein is probably considerably less than £400. A. is fully indemnified by the Government under the new scheme, whereas B. is compelled to take out an insurance policy for £800. Such cases—which belong to a numerous class—sufficiently demonstrate the fact that even if the new scheme were otherwise defensible it distinctly fails to deal out even-handed justice as between owners of like amounts of insurable property.

Another serious defect in the scheme is that it does not even attempt to make an equitable distribution of the burden of insur-

ance as between owners or residents in the eastern and south-eastern counties and those in other parts of the country.

W. H. SOUTHOX,
Honorary Secretary of the Committee
on War Damage.

115A, Chancery-lane. Nov. 17.

The Solicitor Declines to Dress for Court.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I protest. It's past a joke!
Put my old noddle in a toque?
With deference to Mr. KING,
I vow that I'll do no such thing!
No; for my headgear I prefer
A hatter to a milliner.
See what a garb this scheme demands:
An usher's gown, a parson's bands,
And now, to crown the effect bizarre,
La toque de monsieur l'avocat!

I could, sir, were the humour mine,
I could a uniform design
Would make men stare—be evidence
We lack not the historic sense.
As, first, a gown of buckram, black,
Bound with red tape at front and back;
Cut short, just as our charges are;
Collar and cuffs of parchment fair;
Buttons of brass, as bold as we,
Neatly embossed with "S. S. C."
Add a green bag, and decorate
O'er all with figures, six and eight.
Sprinkle with pounce his—sprinkle where
There once was ampler growth of hair.
The dish is ready; serve with care.

But no. It leaves the fancy cold.
And, since for khaki we're too old,
I ask but this, sir: Leave to me,
Leave me my darling liberty.
I'll waive of that no jot or particle.
I am, THE WRITER OF THE ARTICLE.

CASES OF THE WEEK. Court of Appeal.

AMMONIA SODA CO. (LIV.) v. CHAMBERLAIN AND ANOTHER.
No. 1. 29th, 30th, and 31st October; 1st, 2nd, and 7th November.

COMPANY—REVALUATION OF ASSETS—DECLARATION OF DIVIDENDS OUT OF CURRENT YEAR'S PROFITS—PREVIOUS LOSS ON TRADING NOT MET BEFORE DIVIDEND WAS DECLARED—CLAIM FOR A DECLARATION THAT DIVIDEND WAS ULTRA VIRES AS PAID OUT OF CAPITAL.

The appellant company had been working at a loss, and the directors proposed to have the fixed assets of the company revalued for the purpose of enabling the company to obtain further capital by the issue of preference shares. The valuation was made and the shares issued with the approval of the shareholders in general meeting. All the share interest in the company was acquired by another company. A new board of directors was appointed, and it was resolved that the dividends sanctioned and paid by the former directors was a payment "out of capital," and that being ultra vires the company, and illegal, the directors who sanctioned it ought personally to repay the same. The action brought pursuant to the resolution was dismissed and the plaintiff company appealed. On the hearing of the appeal the main question raised was whether it was legal for a company to pay dividends out of current profits when, as the result of past trading, the profit and loss account as a whole showed there had been a loss.

The Court, in dismissing the appeal, answered the question in the affirmative, expressing the opinion that directors could pay a dividend under such circumstances, and in the absence of mala fides on their part were not liable to refund such dividend to the company.

Dovey v. Cory (1901, A. C. 477) considered and explained.

Decision of Peterson, J. (reported 33 T. L. R. 509) affirmed.

Appeal by the company in circumstances which sufficiently appear from the head note, raising the question whether a dividend could be legally paid out of the current year's profit, without making provision for loss which had accrued in previous years. At the close of the appellant's case judgment was reserved.

SWINFEN EADY, L.J., having dealt with the facts, said the contention of the plaintiffs was that, although there were net profits earned during the years 1912-1915, they were not available for dividends, and could not really be considered "profits," as in the earlier period of the company's history a loss had been incurred, and that until such loss had first been made good there could not be any profits in the true sense of the word. He thought that argument was unsound, and had been exposed again and again. The Companies Acts did not impose any obligation upon a limited company, nor did the law require that it should not distribute as dividend the clear net profit of its trading unless its paid-up capital was intact, or until it had first made good all losses incurred in previous years. Upon that point it was only necessary to refer to *Lee v. Neuchatel Asphalte Co.* (41 Ch. D. 1); *Ferner v. General and Commercial Investment Trust* (1894, 2 Ch. 239); *Re National Bank of Wales, Cory's case* (1899, 2 Ch. 629) and lastly to the case last mentioned, which went to the House of Lords under the name of *Dovey v. Cory* (1901, A. C. 477). His lordship then dealt with the distinction between "fixed" capital and circulating capital, which was one not to be found in any of the Companies Acts, and appeared to have first found its way into the law reports in *Lee v. Neuchatel Asphalte Co.* (*supra*). The terms "fixed" and "circulating" were merely terms convenient for describing the purpose for which the capital was for the time being devoted when considering its position with respect to profits available for dividends. Thus, when circulating capital was expended in buying goods which were sold at a profit, or in buying raw materials from which goods were manufactured and sold at a profit, the amount so expended must be charged against or deducted from receipts before the amount of any profit could be arrived at. Mr. Gore Browne, K.C. (for the plaintiffs) invited the Court to lay down that wherever there was a debit to the profit and loss account, irrespective of the way in which it arose, and of the stage in the company's operations, and of the nature and business of the company, it was illegal to divide profits subsequently earned without first writing off out of those profits the amount of the debt. To do so would be to fall into an error which would only serve to harass and embarrass business men, and impose upon companies a burden which Parliament had abstained from casting upon them. The defendant directors, in acting as they did, were merely stating in their balance-sheet what upon reasonable grounds they believed to be the real value of their assets. The dividends paid were paid out of net earnings in the subsequent years, were not paid out of capital but out of profits, and the defendants were under no liability to repay them. The appeal failed.

BANKES and SCRUTTON, L.J.J., read judgments to the same effect.—COUNSEL for the appellants, *Gore Browne, K.C.*, and *Stamp*; for the respondents, *Clouston, K.C.*, and *Robertson*. SOLICITORS, *Blyth, Dutton, Hurley & Blyth*, for T. H. Gold, Northwich; *Morris & Bristow*, for W. Morris, Birmingham.

[Reported by ERKINS REID, Barrister-at-Law.]

TREBECK v. CROUDACE. No. 1. 6th November.

FALSE IMPRISONMENT—DRIVER OF TAXI-CAB ARRESTED FOR DRUNKENNESS—MALICIOUS PROSECUTION—HONEST BELIEF THAT AN OFFENCE WAS BEING COMMITTED AT TIME OF ARREST—LICENSING ACT, 1872 (35 & 36 VICT. C. 94), s. 12.

Section 12 of the Licensing Act, 1872, provides that "every person who is drunk while in charge on any highway or other public place of any carriage . . . or steam engine . . . may be apprehended, and shall be liable to a penalty not exceeding 40s., or in the discretion of the Court to imprisonment . . ."

A light locomotive—e.g., a motor-car or taxi-cab—is to be deemed a "carriage" within the meaning of the Locomotives on Highways Act, 1895, s. 1 (1) (b).

Held, that the power to apprehend without a warrant conferred by section 12 of the Act of 1872 extends to authorize the apprehension of persons honestly and upon reasonable grounds believed to be committing an offence at the time when they were arrested.

Appeal and cross-appeal from a verdict and judgment in an action in which the plaintiff, a taxi-cab driver, claimed damages against the defendant, a sergeant of the metropolitan police, for (1) false imprisonment; and (2) malicious prosecution. The action was tried before Bailhache, J., and a common jury. The jury returned a verdict as follows to the two questions left them: Did the defendant honestly believe at the time of the arrest that the plaintiff was drunk?—Yes. Did the defendant honestly believe that the plaintiff was drunk when he signed the charge-sheet?—No. The learned Judge gave judgment for the defendant on the claim for false imprisonment, and for the plaintiff on the claim for malicious prosecution, for which the jury had assessed the damages at £21. The defendant now asked for judgment or a new trial: the plaintiff that judgment should be entered for him on the claim for false imprisonment, for which the jury had provisionally awarded four guineas as damages. The Court having considered, gave judgment allowing the defendant's appeal and dismissing the plaintiff's appeal.

SWINFEN EADY, L.J., in the course of his judgment, said that on the evening of 5th August, 1916, the plaintiff was engaged at Shepherd's Bush to drive an officer and his wife to Uxbridge. The engine was not pulling well, and three times on the way the plaintiff had to stop to make some adjustment to improve the going of the cab. This made them arrive later than had been anticipated at Uxbridge, and Lieutenant Tait asked the driver to take him on to Denham Camp, fearing that the train would get him there too late. The plaintiff ulti-

mately refused to do this, and there was an altercation, during which the defendant came upon the scene. He thought the plaintiff was drunk and he took him to the police station. The divisional surgeon applied the usual tests for drunkenness to the plaintiff and signed his report, which stated that the plaintiff "smells of drink but is not now drunk." The defendant signed the sheet and the sergeant on duty at the station accepted the charge. Later that night the plaintiff's employer attended at the police station and bailed out the plaintiff. On the Monday, 7th August, the plaintiff appeared before the magistrates. He stated he was a teetotaler since the previous February, when he had had a little "jollification" on the occasion of his birthday, but since then had taken nothing intoxicating until the evening in question. The magistrates adjourned the case for a week, and when next before them dismissed the charge. As to the defendant's appeal against the judgment for malicious prosecution, two ingredients were essential to support such an action—malice and an absence of reasonable and probable cause. The jury must find that the defendant acted maliciously. The jury had not so found here, indeed they could not have so found, for the evidence was that the defendant had never seen the plaintiff before the evening on which he took him in charge. The case of *Bradshaw v. Waterlow & Sons (Limited)* (1915, 3 K. B. 527) decided that the question whether the defendant honestly believed in the charge which he made ought not to be left to the jury, unless there was some evidence of the absence of that belief. Therefore upon that head of claim the judgment must be for the defendant. Upon the cross-appeal. There was a finding by the jury in this case that the defendant honestly believed when he arrested the plaintiff that he was drunk. That raised the question, what was the duty of a police officer when he saw a man on a highway in charge of a taxi-cab whom he had reason to believe, and did honestly believe, was drunk? The plaintiff's counsel contended that being drunk in charge of a taxi-cab on a highway was a misdemeanour, and in cases where no statutory provision applied any person who arrested the driver without a warrant did so at his peril, and that, if it should ultimately be determined that no offence had been committed, the person who made the arrest had no defence to an action for false imprisonment. At common law a private person might arrest when a breach of the peace was being actually committed or was apprehended, although "no private person can of his own authority arrest another for a bare breach of the peace after it is over" (2 Hawkins's Pleas of the Crown, c. 12, section 20; see also 2 Hale's Pleas of the Crown, 78). But no defence of an apprehended breach of the peace was set up at the trial. The defendant, however, justified the arrest under the provisions of section 12 of the Licensing Act, 1872. In his lordship's opinion the power to apprehend conferred by that section extended to authorize apprehension of persons honestly and upon reasonable grounds believed to be committing the offence at the time when they were arrested. The nature of the offence required this construction of the words used. The subject had a real protection against undue interference with liberty in being able to require the verdict of a jury to be taken upon the question of honest belief. The result of the cross-appeal was therefore that it must be dismissed. The defendant therefore would have judgment entered for him on both heads of claim with the costs of the action.

BANKER and WARRINGTON, L.J.J., both gave concurring judgments.—COUNSEL for the defendant, *Inskip, K.C.*, and *Hon. M. Macnaghten*; for the plaintiff, *Arthur Powell, K.C.*, and *Martin O'Connor*. SOLICITORS, *Wontner & Sons*; *C. F. Appleton & Co.*

[Reported by *ERIKS REID, Barrister-at-Law.*]

TOZER v. VIOLA. No. 1. 14th November.

LEASE—LESSOR AND LESSEE—SOLDIER ASSIGNEE—LEAVE TO DETERMINE TENANCY—EFFECT ON LESSEE'S LIABILITY—DISCRETION OF JUDGE TO IMPOSE CONDITIONS FOR GRANTING LEAVE—NOTICE TO ALL PARTIES INTERESTED—NO SUCH NOTICE SERVED ON LESSEE—COURTS (EMERGENCY POWERS) (AMENDMENT) ACT, 1916 (6 & 7 GEO. 5, c. 13), s. 2.

On an application to the county court under the Courts (Emergency Powers) (Amendment) Act, 1916, by a soldier assignee of a lease, to which application the lessor was a party, but not the lessee, the judge made an order determining the assignee's tenancy.

In an action by the lessee asking for a declaration that the effect of the county court judgment was to determine the lease altogether and to discharge him from all further or future liability thereunder,

Held, that in this case the lessee was not entitled to the declaration he sought. No notice of the application to the county court had been served on the lessee, and the order there made expressly provided that nothing in the order should "affect any question as to the respective rights and liabilities of the lessee and lessor in respect of the premises."

Seemingly, that the county court judge has the fullest discretion to decide on what conditions the soldier tenant's application shall be granted, and that the duty of the judge is to see that all persons interested should be before him.

Decision of *Astbury, J.* (reported 61 SOLICITORS' JOURNAL, 666; 117 L. T. Rep. 17), reversed.

Appeal from an order of *Astbury, J.*, who held that the effect of an order made under section 2 of the Courts (Emergency Powers) (Amendment) Act, 1916, determining the assignee's tenancy, was to determine the lease altogether, and that the lessee was therefore discharged from all further or future liability thereunder. The defendant appealed.

SWINFEN EADY, L.J., in giving judgment, said the plaintiff Tozer was lessee of premises under a lease which expired in 1926, and there was the usual covenant not to assign without the consent of the lessor. In 1910 he assigned the lease to one Spero, who entered into the usual covenant to indemnify the plaintiff against any claim arising out of the lease, and the lessor, O. F. Viola, the defendant in this action, authorized the assignment. In March, 1916, Spero, having joined the Army, applied to the county court for an order giving him leave to terminate the tenancy as provided by the Act of 1916, and the order was made terminating the tenancy as from 25th March, 1917. The order provided that any questions as to the rights and liabilities of third parties were not to be affected, but only Spero and Viola were represented at the proceedings, no notice being given to the plaintiff. The defendant took up the stand-point, that, as the effect of the order was to enable the assignee to treat his liability as tenant under the assignment as gone, he as lessor was entitled to go back upon the plaintiff—the original lessee—and require him to pay the rent and fulfil the covenants in the lease. The plaintiff thereupon brought this action claiming a declaration that the effect of the order was to determine the lease altogether, and therefore he was discharged from all further or future liability. *Astbury, J.*, decided in favour of the plaintiff as the determination of the tenancy by the assignee under the order operated to discharge the lessee. Now, in his lordship's opinion, that decision was wrong. He saw nothing in the order of the county court judge that entitled the plaintiff to say that it discharged him from all liabilities. The order expressly provided that "nothing in the order contained shall affect any question as to the respective rights and liabilities of the lessee and lessor in respect of the premises." In his lordship's view, section 2 of the Act of 1916 conferred the fullest jurisdiction on the county court judge to impose the conditions upon which he would give leave to determine the tenancy; but notice ought to have been given to all parties that were or might be affected by the order that he proposed to make. Thus both the mortgagee of the lessor and Tozer ought to have had notice of the application. Therefore the Court had to consider the effect of the order notwithstanding that notice was not given. It was obvious that the object of the statute was to relieve soldiers compelled to serve in the Army from the burden of subsisting tenancies. In *Hill v. East and West India Docks Co.* (9 App. Cas. 448), a case under section 23 of the Bankruptcy Act, 1869, the position taken in that case by the original lessee was exactly the position the plaintiff Tozer took up here. Yet the Court there saw its way to say that notwithstanding the words "deemed to have been surrendered," the lease remained as between the lessor and the original lessee. It was urged that if this was so, Spero, in spite of the order, would still be liable, because of his covenant to indemnify Tozer. Spero was not before the Court, and he would not decide the question. The order made by *Astbury, J.*, must be discharged and an order made to a contrary effect.

WARRINGTON and SCRUTTON, L.J.J., gave judgment to the like effect. Appeal allowed, with costs.—COUNSEL for the appellant, *Hon. F. Russell, K.C.*, and *Manning*; for the respondent, *Cunliffe, K.C.*, and *Given*. SOLICITORS, *J. J. Edwards & Co.*; *Harris, Chetham, & Cohen*. [Reported by *ERIKS REID, Barrister-at-Law.*]

GATESHEAD UNION v. DURHAM COUNTY COUNCIL. No. 1.

15th and 16th October; 10th November.

EDUCATION—ELEMENTARY SCHOOL—POOR LAW CHILDREN—SPECIAL PAYMENT DEMANDED BY LOCAL EDUCATION AUTHORITY—DECISION OF BOARD OF EDUCATION—ELEMENTARY EDUCATION ACT, 1900 (63 & 64 VICT. c. 53), s. 2.

Children belonging to a union were boarded out in homes under the charge of a superintendent, each home being looked after by a matron. The local education authority decided that the union was in the position of a parent who could afford to contribute to the upkeep of the school, and they demanded to receive from the guardians some yearly payment in respect of each child. The Board of Education supported the view taken by the county council. The guardians thereupon brought an action, asking for a declaration that the children should be educated at the school free of any liability on them to contribute anything towards the school, and to have it decided by the Court whether the right of the defendants to refuse admission to their public elementary schools was a question which could be finally decided by the Board of Education.

Held, that the plaintiffs were the parents of the Poor Law children within the meaning of "parent" in the Elementary Education Act, 1870. Therefore they were entitled to require that such children should be educated, unless a reasonable ground was shown why the child should be refused admission. Although it was provided by Art. 53 (a) of the Code that, when admission was refused, the question whether it was refused reasonably was one for the Board—and their decision was final—the defendants here had raised no objection to the children attending, but had refused admission on the ground that the parent could afford to pay. The jurisdiction of the Court to deal with the question raised by the action was not ousted and the plaintiffs were entitled to the declaration as prayed.

Decision of *Neville, J.* (reported 86 L. J. Ch. 478, 15 L. G. R. 395), reversed.

Appeal by the plaintiffs from an order of *Neville, J.*, dismissing an action brought to have decided the questions whether the plaintiffs were entitled to have the dispute that had arisen between themselves and the defendants decided by the Court, and, if so, whether a parent had

an absolute right to the free education of his child. Neville, J., dismissed the action.

THE COURT, having taken time for consideration, allowed the appeal. SWINFEN EADY, L.J., in stating the facts, said that the guardians had erected eighteen cottage homes at Medomsley Edge, in the parish of Benfieldside, Durham (not in the Gateshead Union). Some two hundred children were maintained, each home being under the charge of a matron, known as the "foster mother," and all were under the control of a superintendent appointed by the guardians. The question depended mainly on the provisions of the Elementary Education Acts, 1870 to 1902, and Arts. 26 (b) and 53 (a) of the Board of Education Regulations of June, 1912, known as the Code. There was no doubt that the plaintiffs—the guardians, the foster mothers and the superintendent—were one or all "parents," and the question therefore was whether the defendants could refuse to receive the children unless payment was made for them; or, in other words, whether "parents" had any right to a free education for their children under the provisions of the Education Acts now in force. His lordship referred to the fact that the school was a county school, and therefore the cost of this particular school was spread over the county, and that fact appeared to him to dispose of one point taken by the defendants that, as the children from the cottage homes formed the major part of the children attending the school, the guardians should make a contribution. It was not suggested that the schools did not afford ample accommodation for all the children in the district. A parent who neglected to send his child to school was liable to be prosecuted (see section 4 of the Elementary Education Act, 1876), and was required to cause his children to attend school. That gave him the right to comply with the provisions, and enabled him to insist that the child which he tendered should be permitted to "attend" school—i.e., to be and remain at the school during school hours and receive the instruction which similar children received—and shewed that the defendants had not any right to refuse to receive the child unless they received some payment or money contribution. Otherwise the accommodation in the school could not be said to have been made "available" for children if they were refused admission, unless their parents complied with a request to pay a contribution, which, in the present case, was suggested would reasonably be £1 per year for each child. It was urged that the only obligation on the defendants was to provide the school, to maintain and keep it efficient, to conduct it in accordance with the conditions required to be fulfilled to obtain the Parliamentary grant, and not to refuse the admission of a child on other than reasonable grounds. By section 26 (b) of the Code, any question arising as to the interpretation of the Code was to be referred to the Board, who could enforce compliance with the decision they arrived at by withholding the grant. In his opinion the jurisdiction of the Board did not extend to deciding any question like the present, and therefore the plaintiffs were entitled to have the declaration for which they asked—that they were entitled to send the children to any public elementary school within the district in which the children resided, if there was room for them, unless there was some reasonable ground for excluding them, not inconsistent with the right of the parents to the free education of the same children.

WARRINGTON and SCRUTTON, L.J.J., gave judgments also allowing the appeal. COUNSEL, for the appellants, *Hon. F. Russell, K.C.*, and *Lawrence Tooth*; for the respondents, *P. O. Lawrence, K.C.*, and *Harman. Solicitors, Maples, Teesdale, & Co.*, for *Lambert & Lambert, Gateshead*; *Sharpe, Pritchard, & Co.*, for *Harold Jeavons, Durham*.

[Reported by ERMINE RAID, Barrister-at-Law.]

High Court—Chancery Division.

Re HOLLINS, HOLLINS v. HOLLINS. Astbury, J. 8th November.

WILL—LEGACIES—ABATEMENT—POWER OF COURT TO EXERCISE ITS DISCRETION AS BETWEEN DIFFERENT GOVERNMENT SECURITIES.

Although the Court cannot exercise a discretion whether it will invest in Government securities or other securities, it can exercise its discretion as to what Government securities it will invest in.

The decision in *Prendergast v. Prendergast* (1850, 3 H. L. C. 195) was given at a time when Consols were practically the only Government securities, but now since ord. 22, r. 17, and since the large increase in Government securities, there is no rule that when the Court orders investment in Government securities it must necessarily invest in Consols. The Court in this case ordered investment in War Loan.

A testatrix, who died in February, 1916, by her will, dated 7th October, 1914, appointed the plaintiffs her executors and trustees, and gave certain specific and pecuniary legacies free of duty, and gave, free of duty, to her trustees "such a capital sum as will by the annual income thereof at the time of appropriation or investment produce, after deduction of income tax, a yearly income of £1,000" upon trust for her niece Dorothea on her attaining the age of twenty-five years, and, if she should not attain a vested interest, upon trust for other contingent legatees. She bequeathed certain life annuities free of duty, and authorized her trustees to appropriate investments in full discharge thereof; and she bequeathed her net residue upon trust for the Women's Labour League and the Labour Party in equal shares. There was a very wide investment clause. The estate did not realize enough to pay all the legacies in full. There were wide powers in the trustees to appropriate, and to determine the value of any part of the estate for

the purpose of such appropriation. The trustees applied to the Court to direct in what the said capital sum should be invested. The trustees had wide powers to determine matters of doubt arising in the execution of the trusts. Their reason for this application was that, owing to the insufficiency of the estate, a question had arisen as to the basis on which the capital sum necessary to produce the £1,000 a year was to be ascertained for the purposes of abatement, as the sum could be obtained by the investment of £25,000 in 4 per cent. War Loan (Income Tax compounded), whereas it would take over £29,000 so invested in Consols to produce the same sum. The trustees proposed to invest in Consols, but the beneficiaries objected, and the trustees agreed to surrender their discretion to the Court, and accordingly took out this summons. Counsel for the infant Dorothea and others interested in the capital sum contended that the Court was bound to follow its fixed rule and order the sum to be ascertained on the basis of an investment in Consols, and not on the basis of an investment in short terminable loans like War Loans, and relied on *Prendergast v. Prendergast* (1846, 5 H. L. C. 195). Counsel for certain legatees and for the Women's Labour League and the Labour Party contended that, having regard to the wide range of investments now sanctioned by ord. 22, r. 17, for the investment of cash under the control of the Court, the old rule as to the necessity for the investment in Consols was no longer binding, and the calculation ought to be made on the basis of investment in the 4 per cent. War Loan free of income tax.

ASTBURY, J., after stating the facts, said: In the case of *Prendergast v. Lushington* (1846, 5 Hare, 171) the estate was entirely invested in foreign securities, and the Court, in considering how a sum to produce £1,500 a year, as directed by the will, was to be provided, declined to retain foreign securities for that purpose, and directed an investment in Consols, which were then practically the only Government security. At the present time cash under the control of the Court may be invested in many securities besides Consols (see ord. 22, r. 17), and it is the practice of the Court to direct investment in the various War Loans. It is true, as Lord Cottenham and Lord Brougham, in dealing with the choice between Consols, the only then existing Government security, and other securities, said in *Prendergast v. Prendergast* (3 H. L. C. 212), that the Court cannot exercise any discretion whether it will invest in the one or the other, but must invest in Consols. But there is no hard and fast rule that when the Court is investing in Government securities, it must invest in Consols. In the present case all the legacies and annuities will have to abate, and it is the duty of the Court to carry out the testatrix's intention as far as possible, and not to increase the capital deficiency more than is necessary for the security of the persons interested in the capital sum to produce the £1,000 a year. Applying the rule in *Prendergast v. Prendergast* (supra), the capital sum necessary to produce the £1,000 a year free of income tax must be ascertained on the basis of an investment in Government securities, and as the choice of the particular security is left to the Court's discretion, the Court will choose 4 per cent. War Loan (income tax compounded). This will reduce the capital deficiency by over £4,000 without increasing the risk of the persons entitled to the capital sum producing £1,000 a year free from income tax.—COUNSEL, *Sheldon & G. R. Northcote*; *Fairfax Luxmoore*; *G. M. T. Hildyard*; *Owen Thompson*; *Hon. Frank Russell, K.C.*, and *Slessor. Solicitors, Field, Roscoe, & Co.*, for *Enfield & Son*; *Boodle, Hatfield, & Co.*; *Kenneth Brown, Baker, Baker, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re FLORENCE. LYDALL v. THE HABERDASHERS' COMPANY. Younger, J. 31st October.

WILL—REVOCATION—LEGACIES OF DIFFERENT AMOUNTS—RESIDUE IN PROPORTION TO LEGACIES—REVOCATION OF LEGACIES—NO REVOCATION OF THE SHARES OF RESIDUE.

A will gave thirteen legacies of different amounts and a moiety of residue to be divided, subject to a life interest intervening, among the same thirteen legatees in the proportions of their respective legacies. The first codicil gave the other moiety upon similar trusts subject to another life interest intervening. Later the testator gave to seven of the legatees the amounts of their legacies in his lifetime, and finally made another codicil revoking the seven legacies that he had in fact paid and two others that he had not paid, and in other respects confirmed his will.

Held, that there was no express or implied revocation of the gift of shares of the residue to the nine legatees above referred to, although the legacies by which the proportion was to be calculated had been revoked.

In this case the testator gave large legacies to the National Gallery and to two hospitals, and smaller legacies to the British Museum and nine other hospitals, and then gave one moiety of his residuary estate, subject to a life interest, to be divided among the thirteen charities in the proportions of their respective legacies. By his first codicil he gave the other moiety of his residuary estate, subject to another life interest, on the same trusts as the moiety given by the will. Subsequently during his lifetime he gave a gift equal to the legacy given under his will to seven of the nine hospitals, and then by his second codicil he revoked the nine legacies and in other respects confirmed his will.

YOUNGER, J., after stating the facts, said: There is no express or implied revocation of the gift of shares of the residue to the nine hospitals, though the legacies by which the proportion is to be calculated cease to be effective by the revocation of these legacies. Either the reference to the legacies can be taken as only a convenient mode of

defining the proportions instead of stating them in figures, or the words "respective legacies" may be taken to mean "the legacies hereintofore given." Under either contention the nine hospitals take a share of the residue.—COUNSEL, J. W. M. Holmes; C. J. Mathew, K.C., and J. W. Galbraith; H. Terrell, K.C., and Dighton Pollock; J. E. Harman; Sir Gordon Hewart, S.-G., and Austen-Cartmell; Fairfax Luzmoore; J. G. Wood; H. E. Wright; Owen Thompson; L. Mossop. SOLICITORS, C. H. T. Wharton; Eggleston & Sons; Hanbury, Whitting, & Ingle; The Treasury Solicitor; The City Solicitor; Lydall & Sons; Crossman, Pritchard, & Co.; Wilde, Moore & Co.; Foulger, Robinson & Miller.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

JOHNSON v. SARGANT & SONS. Bailhache, J. 13th November.

STATUTORY ORDERS—TIME OF COMING INTO OPERATION—FOOD CONTROLLER'S ORDER—BEANS, PEAS AND PULSE (REQUISITIONS) ORDER, 1917.

The Food Controller, by an Order dated 16th May, 1917, directed that all cargoes of beans, peas and pulse which had arrived, or should thereafter arrive, in the United Kingdom should be placed and held at the disposal of the Food Controller.

A cargo of beans arrived in London on 13th May, 1917, and on 16th May the plaintiff, under a contract dated 18th April, 1917, for a part of it, was given a delivery note, and he paid the invoice price. The Order was announced in the daily newspapers on the morning of 17th May, and the public were not aware of it earlier. The plaintiff claimed that under this Order the defendants could not give delivery, and that there was a total failure of consideration under the contract, and that it should be cancelled.

Held, that the day on which the Order came into operation was that on which it was made known to the public, 17th May, and not, as would have been the case with an Act of Parliament, on 16th May, on the first moment after midnight of 15th May; and that therefore the plaintiff was not entitled to have the contract cancelled.

The plaintiff sought to have it declared that a c.i.f. contract, dated 18th April, 1917, whereby he had agreed to buy 1,000 bags of Brazilian beans from the defendants, should be cancelled, and the amount he had paid thereunder repaid to him as on a total failure of consideration. The beans were part of a cargo of 3,000 bags which arrived in London on 13th May, 1917, and on 16th May the defendants, who had purchased part of the cargo, gave the plaintiff a delivery order for the beans, and plaintiff paid the invoice price, and the beans were discharged into a warehouse. On that same day, 16th May, the Food Controller made an Order, called the Beans, Peas and Pulse (Requisitions) Order, 1917, which (*inter alia*, paragraph 1) provided that all persons owning or having power to sell or dispose of any beans, peas or pulse suitable for human food (under which description the beans in question fell) which had arrived in the United Kingdom or should thereafter arrive, except beans, peas and pulse arrived which had been sold by the original consignees and paid for by the purchasers, should place and hold such beans, peas and pulse at the disposal of the Food Controller. The Order of the Food Controller was announced in the daily newspapers on the morning of 17th May, and the public were not aware of it earlier. It was contended by the plaintiff that the Order of the Food Controller came into operation immediately after midnight on 15th May by analogy to the rule as to Acts of Parliament. For the defendants the contention was that the Order did not become effective until it was made known, this being on 17th May, and therefore that the transaction came within the exception in paragraph 1.

BAILHACHE, J.—This case lies in a very small compass. It has relation to the purchase of 1,000 bags of beans, and the question is whether at the time they were paid for the vendors had the power to dispose of them, or were precluded from doing so by the Food Controller's Order. I will assume that the Order was one which he had power to make. [His lordship read paragraph 1 of the Order.] The first part of the Order must mean that the beans have arrived in the United Kingdom when the Order came into effect, and the exception must refer to beans which have been sold by the original consignee and paid for by the purchaser before the Order has come into effect. I have to decide whether this parcel of beans comes within the exception in paragraph 1 or not. Admittedly it is near the line. The Order is dated 16th May, 1917, and the beans were paid for by the three people concerned on that day, although at what precise time of that day we do not know. We only know that it was within banking hours. Further, we do not know at what time the Controller issued the Order on 16th May, but its effect was known on 17th May, and in all probability was well known to all persons interested in the trade on that day. I have no reason to suppose that anyone in the trade knew about it on the 16th. As I have said, it is dated 16th May, and Mr. Barrington-Ward, who argued the case for the plaintiff, says that it took effect from the earliest moment on the 16th. He points out that that is the ordinary rule with regard to the construction of Statutes. I think he is right as regards that; but there is a publicity about Statutes even before they come into operation, because if they are of any importance at all they are the subject of discussion. But with regard to an Order of the Food Controller there is an absence of publicity, and, indeed, if some of them are to be operative at all, it is essential that they should not be known until they are actually published. I am unable to hold, in the absence of authority, that this Order came into operation before

it was known, and as it was not known until the morning of 17th May, I must hold that these beans came within the exception in paragraph 1 of the Order. The plaintiff's claim therefore fails, and there must be judgment for the defendant.—COUNSEL, McKinnon, K.C., and Barrington-Ward, for the plaintiff; R. A. Wright, K.C., and Le Queene, for the defendants. SOLICITORS, Evelyn Jones & Co.; J. Alexander Aldred.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c. The Chancery Masters.

House of Lords, S.W. 1.

It has been decided that the office of Master of the Supreme Court, vacated by the death of Master T. A. Romer, should for the present remain unfilled. The work arising under the Trading with the Enemy Acts in the chambers of Mr. Justice Younger will be undertaken by the Masters in the chambers of Mr. Justice Sargant and Mr. Justice Younger. The work of Division S. to Z. in those chambers will be undertaken by Master Satow, who will also continue the work of Division L. to R. in the chambers of Mr. Justice Nevill and Mr. Justice Astbury, with such assistance as he may require from the other three Masters in those chambers.

Lord Chancellor's Office, House of Lords.

17th November, 1917.

Corn Production Act, 1917.

Provisional Regulations made by the Board of Agriculture and Fisheries under Section 12 of the First Schedule to the Corn Production Act, 1917, with respect to the establishment and constitution of District Wages Committees and the delegation of powers to Sub-committees.

In pursuance of the provisions of Section 12 of the first Schedule to the Corn Production Act, 1917, and of Section 2 of the Rules Publication Act, 1893, the Board of Agriculture and Fisheries hereby certify that on account of urgency the following regulations with respect to the establishment and constitution of District Wages Committees and the delegation of powers to sub-committees should come into immediate operation forthwith as provisional regulations:—

1. District Wages Committees shall as soon as practicable be established by the Agricultural Wages Board for the whole of England and Wales, and each such Committee shall act for such area as the Wages Board shall determine, and shall consist of:—

(a) Representatives of local employers and workmen engaged in agriculture in equal proportions, who are hereinafter referred to as "representative members";

(b) Additional members (hereinafter called "appointed members") up to a number not exceeding one-fourth of the total number of members of the Committee.

At least one member of each District Wages Committee shall be a woman.

2. Any appointed member of the Wages Board shall have the right to attend any meeting of a District Wages Committee and take part in the proceedings, but without the power to vote unless he is an appointed member of the Committee.

3. When the Wages Board have determined the area for which a District Wages Committee is to be established they shall furnish a statement thereof to the Board of Agriculture and Fisheries together with a statement of the number of representative and appointed members respectively of which they propose that the Committee shall consist.

4. The Board of Agriculture and Fisheries, after consideration of the statements so furnished by the Wages Board and any suggestions made to them as to persons suitable for nomination to act on the Committee, shall determine the number of representative members and appointed members of which the District Wages Committee shall consist and nominate the persons to act as such members, the nomination of representatives of workmen being made after consultation with the Minister of Labour.

5. The Chairman and Deputy-Chairman of each District Wages Committee shall be chosen from among the appointed members of the Committee by the Board of Agriculture and Fisheries.

6. The Secretary of each District Wages Committee shall be appointed from time to time by the Board of Agriculture and Fisheries.

7. The Wages Board may, if they think it necessary or desirable in order to secure proper representation of any class of employers or workmen on a District Wages Committee, after giving the Committee an opportunity to be heard, nominate persons to act as additional representatives of local employers and workmen engaged in agriculture in equal proportions to serve for such period, not exceeding two years, as they may determine. The total number of such additional representative members on any Committee shall not exceed four.

8. Any member representing employers or workmen who by reason of change of occupation or otherwise shall in the opinion of the Wages Board cease to represent employers or workmen respectively shall, if required by the Wages Board, vacate his seat.

9. Any representative member who, in the opinion of the Wages

Board, fails without reasonable cause to attend one half of the total number of meetings in a calendar year shall vacate his seat.

10. The Board of Agriculture and Fisheries may in any case where in their opinion there is good and sufficient cause terminate the appointment of any member of a District Wages Committee.

11. Subject to the provisions of these regulations the term of office of a member of a District Wages Committee shall be two years, provided that:—

(a) Any member may retire by notice in writing to the Secretary of the Committee;

(b) A member appointed to fill a casual vacancy shall act only for the unexpired portion of the term of office of his predecessor; and

(c) A member whose term of office expires shall continue to act as a member until a successor is appointed.

12. Any person vacating his seat on a District Wages Committee shall be eligible to be reappointed as a member of the Committee.

13. A vacancy among representative members on a District Wages Committee shall be filled by nomination by the Wages Board of a representative of employers engaged in agriculture or a representative of workmen engaged in agriculture as the case may be.

A vacancy among appointed members on a District Wages Committee shall be filled by nomination by the Board of Agriculture and Fisheries after considering suggestions made by the Wages Board.

14. Every member of a District Wages Committee shall have one vote. If, at any meeting of a Committee the number of members present representing employers and workmen respectively is unequal, it shall be open to the side which is in the majority to arrange that one or more of their members shall refrain from voting so as to preserve equality. Failing such an arrangement the Chairman of the meeting may, if he thinks it desirable, adjourn the voting on any question to a subsequent meeting of the Committee.

15. In order to constitute a meeting of a District Wages Committee, the Chairman or Deputy Chairman, or some other appointed member of the Committee selected in writing by the Chairman to preside at such meeting, must be present, and the members present must be at least one-third of the whole number of members of the Committee.

16. When a District Wages Committee is authorized by the Wages Board to delegate any powers to a sub-committee, a sub-committee appointed by the District Wages Committee for such purpose shall consist of one or more representatives of employers and one or more representatives of workmen on the Wages Committee in equal proportions, together with such one or more of the appointed members of the Wages Committee as may be selected by the Wages Committee. The term of office of a member of a sub-committee shall be such period, not exceeding one year, as the Wages Committee may determine.

17. Any appointed member of the Wages Board shall have the right to attend any meeting of a sub-committee of a District Wages Committee and take part in the proceedings, but without power to vote, unless he is a member of the sub-committee.

18. Where a District Wages Committee delegate any of their powers to a sub-committee the District Wages Committee may direct that the exercise of the powers by the sub-committee shall be subject to such conditions as to appeal to them from the decision of the sub-committee or otherwise as the District Wages Committee may think desirable and except in so far as the District Wages Committee with the consent of the Wages Board shall otherwise direct the following condition shall apply, that is to say, any decision by the sub-committee shall be reported as soon as may be to the District Wages Committee, who may vary or annul the decision but not so as to affect or prejudice anything done or suffered under or by reason of the decision of the sub-committee before it is varied or annulled.

19. The proceedings of a District Wages Committee or sub-committee shall not be invalidated by any vacancy in their number or by any defect in the appointment of any member.

20. The expressions "agriculture" and "workmen" in these Regulations shall have the meanings given in Section 17 (1) of the Corn Production Act, 1917.

21. Any question upon the construction or interpretation of these Regulations shall in the event of dispute be referred to the Board of Agriculture and Fisheries for decision.

22. These Regulations may be cited as the District Wages Committee Provisional Regulations, 1917.

Given under the Official Seal of the Board of Agriculture and Fisheries this twentieth day of November, in the year one thousand nine hundred and seventeen.

A. D. HALL, Secretary.

War Orders and Proclamations, &c.

The *London Gazette* of 11th Nov. contains the following:—

1. A Proclamation, dated 16th November (printed below), prohibiting the importation into the United Kingdom of certain goods.

2. A Foreign Office Notice, dated 13th November (printed below), as to the denunciation by Russia of the Commercial Treaty with the United Kingdom of 12th January, 1859.

3. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1915, requiring two more businesses to be wound up, bringing the total to 492.

4. A Ministry of Munitions Order, dated 14th November (printed below), relating to Compound Fertilizers.

The *London Gazette* of 20th November contains the following:—

5. An Order in Council, dated 16th November (printed below), making new Defence of the Realm Regulations.

6. A Foreign Office (Foreign Trade Department) Notice, dated 20th November, that certain additions have been made to the list published as a supplement to the *London Gazette* of 17th August, 1917, of persons to whom articles to be exported to China may be consigned.

7. A republication of two Board of Trade Orders, dated 6th February, 1917, and 13th July, 1917 (printed below), relating to Motor Spirit.

8. A Ministry of Munitions Order, dated 17th November (printed below), relating to Superphosphates.

9. An Admiralty Regulation, dated 18th November (printed below), relating to "Look-out Men" on British merchant vessels.

10. Three Army Council Orders, dated 13th and 14th November (held over), relating to Worsted Waste, Horse Hides and Carthorse Collars.

11. Provisional Regulations made by the Board of Agriculture and Fisheries with respect to District Wages Committees under the Corn Production Act, 1917 (printed above).

12. Notices that the following Orders have been made by the Food Controller:—

The British Cheese Order, dated 31st October, 1917 (*ante* p. 73).

The Bacon, Ham and Lard (Maximum Prices) Order, dated 6th November, 1917 (General Licence) (*ante*, p. 57).

The Cattle Feeding Cake and Meal and Millers' Offals (Maximum Prices) Order, dated 1st November, 1917 (printed below).

The Food Control Committee for Ireland (Powers) Order, dated 9th November, 1917.

The Butter (Maximum Prices) (Amendment) Order, dated 31st October, 1917 (printed below).

The Butter (Maximum Prices) Order (No. 5), dated 13th November, 1917 (printed below).

The Pigs (Maximum Prices) Order, dated 6th November, 1917 (held over).

13. An Admiralty Notice to Mariners (No. 1191 of the year 1917), relating to England, East Coast, Thames Estuary and River Medway—Regulations with regard to Yachts and Pleasure Craft. It is a revision of the former Notice, No. 1052 of 1917, which is cancelled.

A Proclamation

RELATING TO THE IMPORTATION OF CERTAIN ARTICLES INTO THE UNITED KINGDOM.

Whereas by Section forty-three of the Customs Consolidation Act, 1861, it is provided that the importation of arms, ammunition, gunpowder or any other goods may be prohibited by Proclamation:

And whereas by certain Proclamations entitled Prohibition of Import Proclamations the importation of certain goods has been prohibited accordingly:

And whereas it is expedient that the importation into the United Kingdom of certain other goods should be prohibited:

Now, therefore, We, by and with the advice of Our Privy Council, in pursuance of the said Act and of all other powers enabling Us in that behalf, do hereby proclaim, direct and ordain as follows:—

As from and after the date hereof, subject as hereinafter provided, the importation into the United Kingdom of the following goods is hereby prohibited, viz:—

- Abrasive wheels.
- Binder or reaper twine.
- Brass rod and brass wire.
- Cycles, other than motor cycles.
- Electric meters.
- Electrical motors over one-half horsepower.
- Electric hand lamps and torches.
- Magnetos.
- Measuring tapes and rules of all descriptions, including verniers.
- Micrometers.
- Pens, penholders, pencils and all other stationery of which the importation is not already prohibited.
- Vegetables in brine.

Provided always, and it is hereby declared, that this prohibition shall not apply to any such goods which are imported under licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence.

This Proclamation may be cited as the Prohibition of Import (No. 20) Proclamation, 1917.

16th November.

New Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered that the following amendments be made in the Defence of the Realm Regulations:—

Powers of Board of Trade.

1. Regulation 233 shall be amended as follows:—

(1) By the insertion in sub-section (1) thereof after the words,

"any section of the public," of the words, "or which is otherwise required for the public safety or defence of the Realm."

(2) By the insertion at the end thereof of the following new paragraph:—

"(5) Without prejudice to the powers of the Army Council the Board of Trade may exercise as respects horses (including mules) and horse-drawn vehicles all the powers that they may exercise under this regulation with respect to an article of commerce not being an article of food, and orders under this sub-section may provide for the giving of instructions in relation to horses and horse-drawn vehicles in such manner and by such persons as the Board of Trade may direct, and for enabling the Board to take possession of any horse or horse-drawn vehicle either absolutely or by way of hire.

"Such compensation shall be paid for any horse or horse-drawn vehicle so taken possession of as shall in default of agreement be determined by the arbitration of a single arbitrator appointed in manner provided by an order of the Board of Trade, but in determining the amount of the compensation the arbitrator shall have regard to the age and condition of the horse or vehicle, to the allowance of a reasonable profit on the price, if any, paid by the person from whom the same is taken, and to any other circumstance without necessarily taking into consideration the market price at the time.

"Nothing in this sub-section shall apply to horses or horse-drawn vehicles used wholly or mainly in agriculture or to vehicles licensed to ply for hire."

Powers of Board of Agriculture and Fisheries.

2. Regulation 2m shall be amended as follows:—

(1) By the substitution of the following paragraph for paragraph (i) of sub-section (1) thereof:—

"(i) by notice served on the occupier or person in control of any dam, mill, lock, sluice, weir, or other structure affecting the flow of water in any river or stream, require such occupier or person to keep open or closed any mechanical appliance by which the inflow or outflow of water is capable of being regulated during such times and in such manner as the Board, having regard to the use by such occupier or person of the structure and of the water thereby impounded, consider to be necessary or desirable for the prevention of floods or for the draining of land adjoining or near the river or stream; and"

(2) By the insertion after paragraph (j) of sub-section (1) thereof of the following new paragraph:—

"(k) enter on or take possession of any dam, mill, lock, sluice, weir, or other structure affecting the flow of water in any river or stream and remove or repair or alter or maintain and use the same where such action is in the opinion of the Board necessary or desirable for the prevention of floods or for the drainage of agricultural land; and

"(l) for the purpose of removing any obstruction to or otherwise improving the flow of water in any river or stream, or maintaining or improving the banks of any river or stream or any sea defence or drainage outfall, enter on the river or stream or any land adjoining or near the river, stream, defence, or outfall; and

"(m) where any expenses are incurred by the Board in the exercise of any of their powers under paragraphs (k) or (l) of this regulation, recover those expenses, so far as they are directly attributable to the default of any person in carrying out his obligations under statute or otherwise, from that person."

(3) By the substitution in sub-section (4) thereof for the words, "the person then entitled to resume occupation of the land," of the words, "any person then interested in the land as owner or tenant or otherwise."

(4) By the substitution in paragraph (9) thereof for the words, "paragraphs (k) (i) and (j), wherever those words occur, of the words, "paragraphs (k) to (m) (both inclusive)."

Cultivation of Hops.

3. The following shall be substituted for Regulation 2nn:—

"2nn.—(1) Subject to the provisions of this regulation, the acreage planted with hops on any holding in England or Wales shall, before the first day of April, nineteen hundred and eighteen, be reduced to one-half of the acreage on the holding which is proved by the occupier of the holding to have been planted with hops in the month of June, nineteen hundred and fourteen (excluding from such last-mentioned acreage land which was planted with hops after the first day of October, nineteen hundred and thirteen), and thereafter, so long as this regulation remains in force, the acreage on the holding so planted shall not exceed that proportion.

"(2) This regulation shall have effect notwithstanding any covenant, agreement, condition, or provision as to the user of a holding whether contained in any lease or other instrument affecting the holding or in any verbal contract of tenancy or implied by law, and no such covenant, agreement, condition, or provision shall

operate so as to penalise, impede, or interfere with compliance with any obligation imposed by this regulation.

"(3) The Board of Agriculture and Fisheries may by licence exempt any occupier wholly or partly or for a specified period from any obligation imposed by this regulation in any case where it appears to the Board that by reason of exceptional circumstances the issue of such a licence is advisable.

"(4) If the occupier of any holding fails to comply with the provisions of this regulation, or with any condition subject to which a licence under this regulation has been granted, he shall be guilty of a summary offence against these regulations.

"(5) Any person authorised by the Board in that behalf, may, for the purposes of this regulation, and upon production if so required of his authority, enter on and inspect any land.

"(6) The Board may, with respect to land in any district, authorise any person or any body constituted by the Board for the purpose to exercise on behalf of the Board any of the powers of the Board under this regulation, and prescribe the procedure of any such body, and the authentication of any notice or other instrument issued by any body or person so authorised.

"(7) Any authority given by the Board under any of the provisions of the regulation for which this regulation is substituted shall, unless and until revoked by the Board, be deemed to have been given under and for the purposes of the corresponding provision of this regulation."

Internment of Suspected Persons.

4. In the third paragraph of Regulation 14n the word "modify" shall be substituted for the word "relax," and after the words "such restrictions" there shall be inserted the following words, "and if any person interned escapes or attempts to escape from the place of internment or commits any breach of the rules in force therein he shall be guilty of an offence against these regulations."

Distribution of War and Peace Leaflets.

5. After Regulation 27n the following regulation shall be inserted:—

"27c. It shall not be lawful for any person to print, publish, or distribute, any leaflet relating to the present war or to the making of peace unless—

"(a) There is printed on every copy of the leaflet the true name and address of the author and of the printer thereof; and

"(b) The contents thereof have previously been submitted to and passed by the Directors of the Official Press Bureau, or some other person authorised in that behalf by the Secretary of State;

and if any person contravenes the foregoing provisions he shall be guilty of a summary offence against these regulations, and if any person without lawful authority or excuse has in his possession or on premises in his occupation or under his control any leaflet the publication of which would be a contravention of the foregoing provisions he shall be guilty of a summary offence against these regulations, unless he proves that he did not know and had no reason to suspect that the leaflet related to such matters as aforesaid or that he had no intention of transmitting or circulating the leaflet or distributing copies thereof to or amongst other persons:

"Providing that a person shall not be deemed to have contravened this regulation by reason only that proofs of a leaflet have been printed for submission to the Directors of the Official Press Bureau or other person authorised as aforesaid.

"For the purposes of this regulation the expression 'leaflet' includes a pamphlet or circular, but does not include any newspaper or other periodical which was in existence on the sixteenth day of November nineteen hundred and seventeen, on any leaflet issued by or under the authority of His Majesty's Government."

Powers of the Shipping Controller.

6. Regulation 39bbb shall be amended as follows:—

(1) In sub-section (1) after the word "regulating" there shall be inserted the word "restricting."

(2) In sub-section (1) after the words "passenger tickets" there shall be inserted the words "the building, repairing, equipping, refitting, converting or altering of any ship or vessel, the user of and the work to be done in or with any dock, shipyard, dry dock, or other accommodation adapted or capable of being adapted for building, repairing, equipping, or refitting ships or vessels (in this regulation included in the term 'shipyard'), and any plant in or about the same, the priority and manner in which and the places at which orders or contracts for building, repairing, equipping, refitting, converting or altering ships or vessels are to be executed or any such work is to be done, and the payments to be made in respect thereof."

(3) In sub-section (1) after the words "circumstances of the time" there shall be inserted the words "or for providing and maintaining an efficient supply of shipping."

(4) In sub-section (5) after the word "ship" there shall be inserted the words "or shipyard," and after the word "ships" wherever it occurs there shall be inserted the words "or shipyards."

(5) In sub-section (6) after the words "in charge of a ship" there shall be inserted the words "or the occupier of a shipyard."

(6) In sub-section (7) after the words "powers of His Majesty" there shall be inserted the words "and the Shipping Controller may make arrangements with any other Government department for the exercise by that department on behalf of the Shipping Con-

IT'S WAR-TIME. BUT—DON'T FORGET

THE MIDDLESEX HOSPITAL

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

troller of any of the powers of the Shipping Controller under this regulation."

Powers of Search and Destruction.

7. In Regulation 51 after the words "printed publication" there shall be inserted the words "or where a leaflet has been printed in contravention of Regulation 27c," and after the words "other publication" there shall be inserted the words "or of the leaflet."

Defence Notices.

8. In Regulation 60 the words "any of His Majesty's forces or" shall be omitted, and after the words "military matters" there shall be inserted the words "or any matters connected with any financial or other measures taken or any financial or other arrangements made by or on behalf of His Majesty's Government with a view to the prosecution of the war or otherwise connected with the public safety or the defence of the Realm."

ALMERIC FITZROY.

Board of Trade Order.

INFORMATION AS TO MOTOR SPIRIT.

In pursuance of their powers under Regulation 15A of the Defence of the Realm (Consolidation) Regulations, 1914, the Board of Trade hereby require every person who uses or keeps motor spirit and is for the time being a licensed dealer in motor spirit to supply to the Board, when required by any person authorized by the Board for the purpose, information as to the quantity of motor spirit supplied by him in the form set out in the Schedule to this Order.

If any person fails to comply with this Order or knowingly gives any false information, he is guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914.

Signed by order of the Board of Trade this 6th day of February, 1917.

W. F. MARWOOD,

A Secretary of the Board of Trade.

SCHEDULE.

Information as to motor spirit.

Mr.
Dealer in Motor Spirit.

Address
Account of Motor Spirit Supplied.

Date when Supplied.	Quantity of Motor Spirit Supplied. (Gallons.)	*Name and Address of Purchaser.	*No. of Petrol Licence held by Purchaser.

* These particulars must be taken by the Dealer from the Licence.

In pursuance of their powers under Regulations 15A and 2a of the Defence of the Realm (Consolidation) Regulations, 1914, the last-mentioned of which Regulations is hereby applied to motor spirit, the Board of Trade do hereby order and require every person who uses or keeps motor spirit and is for the time being a licensed dealer in motor spirit to supply to the Board particulars as to purchases, sales, deliveries, appropriations and stock in hand of motor spirit in such form and at such intervals as may be required.

Unless otherwise ordered the information hereby required shall be sent to the Petrol Control Department of the Board.

If any person fails to comply with this Order or knowingly gives any false information, he is guilty of a summary offence against the Defence of the Realm (Consolidation) Regulations, 1914.

Dated this 13th day of July, 1917.

W. F. MARWOOD,

A Secretary of the Board of Trade.

Army Council Order.

THE WOOL (RESTRICTION OF CONSUMPTION) No. 3 ORDER, 1917.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council hereby order as follows:—

1. *Restriction on Output of Merino Tops.*—In any Textile Factory, the business carried on in which consists wholly or partly in the manipulation of Merino Wool, such machinery as is engaged at the date hereof in the manipulation of Merino Wool shall not, without a permit issued by or on behalf of the Director of Raw Materials, be run after the 5th day of November, 1917, in such manner as to produce in any one week an output of Merino Tops exceeding the quantity certified by or on behalf of the Director of Raw Materials in the case of each Factory respectively, to be the weekly output of Merino Tops estimated in lbs.

ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

FIRE, LIFE, SEA, PLATE GLASS,
ACCIDENT, BURGLARY, LIVE STOCK,
EMPLOYERS' LIABILITY, THIRD PARTY,
MOTOR CAR, LIFT, BOILER,
FIDELITY GUARANTEES.

SPECIAL TERMS GRANTED TO
ANNUITANTS
WHEN HEALTH IS IMPAIRED.

The Corporation is prepared to act as TRUSTEE and EXECUTOR.

Apply for full particulars of all classes of Insurance to the Secretary—

HEAD OFFICE: ROYAL EXCHANGE, LONDON, E.C. 3.

LAW COURTS BRANCH: 29 & 30, HIGH HOLBORN, W.C. 1.

weight restricted in accordance with the provisions of the Wool (Restriction of Consumption) No. 2 Order, 1917.

2. *Running Time for Machinery.*—No machinery engaged in the manipulation of Merino Wool in accordance with the provisions of Clause (1) hereof shall, without a permit issued by or on behalf of the Director of Raw Materials, be run otherwise than full time.

3. *Restriction on Manipulation of Merino Wool.*—In any Textile Factory, the business carried on in which does not consist wholly or partly at the date hereof in the manipulation of Merino Wool, no Merino Wool shall, without a permit issued by or on behalf of the Director of Raw Materials, be manipulated.

4. *Restriction on Employment of Machinery.*—In any Textile Factory, the business carried on in which consists wholly or partly in the manipulation of Merino Wool, such machinery as is engaged at the date hereof in the manipulation of Merino Wool, shall not, without a permit issued by or on behalf of the Director of Raw Materials, be employed in the manipulation of any Wool other than Merino.

5. *Restriction on Manipulation of Crossbred or Preparing Wool.*—In any Textile Factory, the business carried on in which does not consist wholly or partly at the date hereof in the manipulation of Crossbred or Preparing Wool, no Crossbred or Preparing Wool shall, without a permit issued by or on behalf of the Director of Raw Materials, be manipulated.

6. *Restriction on Employment of Machinery.*—In any Textile Factory, the business carried on in which consists wholly or partly in the manipulation of Crossbred or Preparing Wool, such machinery as is engaged at the date hereof in the manipulation of Crossbred or Preparing Wool shall not, without a permit issued by or on behalf of the Director of Raw Materials, be employed in the manipulation of any Wool other than Crossbred or Preparing Wool.

7. *Exception.*—Nothing herein contained shall refer to re-combing or re-gilling.

8. *Offences.*—It shall be the duty of all persons to comply strictly with the provisions hereof and with the conditions of any permit granted hereunder, and failure to comply therewith shall be an offence against the said Regulations.

9. *Cancellation.*—Clauses 9, 10, and 11 of the Wool (Restriction of Consumption) No. 2 Order, 1917 (61 SOLICITORS' JOURNAL, p. 750), are hereby cancelled.

10. This Order shall come into operation on the 5th day of November, 1917, and may be cited as the Wool (Restriction of Consumption) No. 3 Order, 1917.

By Order of the Army Council.

R. H. BRADE.

3rd November.

Admiralty Order.

SUBMARINES AND LOOK-OUT MEN.

In exercise of the powers conferred on them by the Defence of the Realm Regulations, and all other powers thereunto enabling them, the Lords Commissioners of the Admiralty hereby make the following Regulations:—

All British Merchant Vessels of 2,500 gross tonnage and upwards shall include in their crew four (4) men, specially engaged, who will when required act as look-outs at the Masthead or elsewhere, but the total number of the crew should not be increased for this purpose.

When in areas in which submarines may be encountered these Look-outs are to be employed solely on their special duty, keeping watch in four watches, each watch to be of not more than two hours' duration. When off watch in these areas they are not to be employed upon any of the ordinary work of the ship.

Before men are signed on for this duty they must agree to undertake this special work whilst in the areas mentioned.

These men must obtain the special Board of Trade Certificate as to eyesight, and men are not to be signed on for this particular service unless they are in possession of this Certificate.

Any members of the ship's crew may be selected, provided it is clearly understood that none of the ship's Officers, Petty Officers, or any of the Gun's Crew are to be considered as borne for this special duty.

These special Look-outs, provided their duties are carried out to the satisfaction of the Master, who will be required to give a written certificate that this is the case, should be given extra pay at the rate of 15s. per month whilst the ship is in areas in which submarines may be met.

A proper Crow's Nest is to be provided for Look-out purposes as high as possible in every ship which has a mast suitable in character and position for the purpose.

From daybreak till dark the Look-out is to be stationed in the Crow's Nest when fitted. In other cases the Look-out is to be stationed as high aloft as possible.

From dark to daybreak the Look-out will be stationed in the position the Master considers the most suitable.

Given under our hands, this 16th day of November, 1917.

R. E. WEMYSS.
A. L. DUFF.

NOTE.—Information as to the areas in which submarines may be encountered may be obtained from the Shipping Intelligence Officers at home ports and the Reporting Officers abroad.

Ministry of Munitions Orders.

COMPOUND FERTILISERS.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations, and of all other powers enabling him, hereby orders that the provisions of the Order relating to Compound Fertilisers made by the Minister of Munitions on the 13th October, 1917, shall, as on and from the 17th November, 1917, apply to sales of Compound Fertiliser for export from the United Kingdom to the Isle of Man, and that clause 8 of the said Order shall as on and from the said date be modified accordingly.

14th November.

SUPERPHOSPHATES.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations, and of all other powers enabling him, hereby orders that the provisions of the Order relating to Superphosphates made by the Minister of Munitions on the 20th August, 1917, shall, as on and from the 21st November, 1917, apply to sales of Superphosphates for export from the United Kingdom to the Channel Islands and the Isle of Man, and clause 2 of the said Order shall as on and from the date aforesaid be modified accordingly.

17th November.

Food Orders.

THE CATTLE FEEDING CAKE AND MEAL AND MILLERS' OFFALS (MAXIMUM PRICES) ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby Orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

1. *Maximum Prices for Cakes, Meals, and Millers' Offals.*—No Cattle Feeding Cake or Meal or Millers' Offals of the varieties specified in the Schedule may after the 15th November, 1917, be sold at a price exceeding the maximum price applicable thereto according to the provisions of this Order, and no compound cattle cake of a variety not specified in the Schedule may after the 15th November, 1917, be sold unless a maximum price shall have been prescribed therefor by the Food Controller.

2. *Amount of maximum prices.*—Subject as hereinafter provided the maximum price on any sale of any cake, meal or offals of a variety specified in the Schedule shall be at the rate applicable according to the Schedule or at such other rate as may from time to time be prescribed by the Food Controller and the maximum price on any sale of a compound cattle cake of a variety not specified in the Schedule shall be at such rate as may from time to time be prescribed by the Food Controller: Except that on a sale to a dealer by the maker, miller or importer the rate shall be 6s. 3d. per ton lower than the rate mentioned in the Schedule or other the prescribed rate for the time being in force.

3. *Small sales.*—Where the total amount of cake and meal or the total amount of offals, as the case may be, sold and delivered by any one seller in any week to one buyer is not more than two tons and is more than five cwt., a further sum at the rate of 5s. per ton may be added to the maximum price; and where such total amount is not more than 5 cwt., a further sum at the rate of 2s. per cwt. may be so added. Any amounts, which by reason of a later sale in any week have been overpaid or overcharged on an earlier sale in such week, shall be allowed as a deduction on the later sale.

4. *Kibbling.*—Where cake is kibbled a further sum at the rate of 5s. per ton may be added to the maximum price.

5. *Transport charges.*—(a) The maximum prices are fixed on the basis that all transport charges after sale by the importer, maker or miller are for the account of the ultimate buyer, and accordingly there may be added to the maximum price all transport charges after sale by the importer ex quay, free on rail or ex importer's warehouse in the case of imported cake, meal and offals, and all transport charges after sale by the maker or miller ex factory or mill in the case of cake, meal and offals produced in the British Islands provided that the transport charges so added shall be limited to any reasonable amounts actually paid or payable and any other reasonable charges, representing cost of transport, not exceeding the customary charges.

(b) The amount added in respect of transport charges shall be shown as a separate item on the invoice relating to the sale.

6. *Bags.*—(a) Imported cakes, meals and offals shall be sold gross weight, bags included, no charge being made for bags.

(b) On a sale of cake, meal or offals, made or produced in the British Islands a charge at the rate of 2s. 6d. for each thick sack and 1s. 6d. for each thin sack may be made. The amount charged shall be shown as a separate item on the invoice and shall be repaid on the return of the sacks in good condition within one month of the date of invoice.

7. *Credit.*—The maximum prices under this Order are on the basis of nett cash within 14 days of date of delivery. Interest may be charged in respect of monies then unpaid at a rate not higher than 6 per cent. per annum.

8. *Contracts.*—(a) Where any contract made after the date of this Order and subsisting on the 16th November, 1917, for the sale of any cake, meal or offals provides for the payment of a price in excess of the permitted maximum price, the contract shall stand so far as concerns cake, meal or offals delivered before the 16th November, 1917, but shall be avoided so far as concerns cake, meal or offals agreed to be sold above the permitted maximum price which have not been so delivered.

(b) Nothing in this Order shall affect any contract made on or before the date of this Order.

9. *Shipment to Channel Islands and Isle of Man.*—Except under and in accordance with the terms of a licence granted by the Food Controller a person shall not after the 15th November, 1917, ship or consign any cake, meal or offals to any destination in the Channel Islands or the Isle of Man.

10. *Purchaser may rely on vendor's statement as to transport charges.*—Where the maximum price at which cake, meal or offals may be sold by any person depends upon the amount of any sums paid or charged for transport by any former seller or, in the case of a compound cattle cake on the percentage of oils or albuminoids contained in such cake, such person shall be entitled to rely upon any written statement as to the amount of such sums that may have been given to him by the person from whom he bought the cake meal or offals unless he has reason to disbelieve the truth of such statement.

11. *Fictitious Transactions.*—No person shall sell or buy or offer to sell or buy any cake meal or offals to which this Order applies at a price exceeding the price applicable under this Order or in connection with the sale or disposition or proposed sale or disposition of any cake meal or offals to which this Order applies enter or offer to enter into any fictitious or artificial transaction or make or demand any charges exceeding or other than those permitted by this Order.

12. *Records.*—Every person dealing in any cake meal or offals shall keep accurate records containing such particulars as are necessary to show whether or not he is complying with the provisions of the Order so far as they relate to him or his trade and shall make such returns as may from time to time be required by or under the authority of the Food Controller. All such records and documents shall at all times be open to the inspection of any person authorised by the Food Controller.

13. *Penalty.*—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

14. *Title.*—This Order may be cited as The Cattle Feeding Cake and Meal and Millers' Offals (Maximum Prices) Order, 1917.

By Order of the Food Controller,
U. F. WINTOUR,
Secretary to the Ministry of Food.

1st November, 1917.

[Schedule of Maximum Prices.]

THE BUTTER (MAXIMUM PRICES) (AMENDMENT) ORDER, 1917.

In exercise of the powers conferred upon him by the Regulation 2s of the Defence of the Realm Regulations, and of all other powers enabling him in that behalf, the Food Controller hereby Orders as follows:—

1. *Principal Order.*—The Butter (Maximum Prices) Order, 1917 [61 SOLICITORS' JOURNAL, p. 735], is in this Order referred to as the "Principal Order."

2. *First hand price.*—(a) For the purposes of the Principal Order the first hand price for Irish Creamery Factory or Farmers' Butter in Firkins shall be at the same rate as the first hand price for the same butter in 56 lb. boxes.

(b) The first hand price for any butter in rolls bricks or prints of any greater weight than 1 lb. shall be at the same rate as for butter of the same variety in rolls bricks or prints of 1 lb. and the first hand price of any butter in rolls bricks or prints of less weight than 1 lb.

shall be at the same rate as for the butter of the same variety in rolls bricks or prints of $\frac{1}{2}$ lb.

(c) Where butter of any variety is sold in a form in respect of which no first hand price is for the time being specifically provided, the lowest first hand price for the time being applicable to that variety of butter in any form shall apply.

(d) Where in relation to any variety of imported butter no first hand price is for the time being prescribed, the Principal Order shall apply with the substitution of the price at which the butter is actually sold by the Importer for the first hand price.

3. *Blended butter.*—(a) Butter blended in Great Britain shall in no case be sold by wholesale by the blender at a price exceeding the first hand price or the alternative maximum price specified in the following sub-clauses of this clause whichever shall be the less.

(b) The Alternative Maximum price of blended butter shall be the cost price of the butter to the blender with an addition at the rate of 2½d. per lb. of the butter as blended if sold in rolls bricks or prints of 1 lb. or upwards and at the rate of 3d. per lb. if sold in rolls bricks or prints of less than 1 lb. and at the rate of 10s. per cwt. if sold in any other form. The prices fixed by this clause are on the basis that the butter is delivered to the purchaser's ordinary business premises or to the customer's premises and if the sale is made for delivery elsewhere the price shall be correspondingly reduced.

(c) The cost price of the butter to the blender shall be taken to be the first hand price for the time being of the butter or the price actually paid by the blender whichever is the less with the addition of any cost of transport or marine or war risks insurance not covered by the first hand price including a fair charge for carriage in the blender's own van or cart on the occasion of the purchase by the blender not exceeding the rate authorized by Clause (6) (a) of this Order, except that where the butter of any variety used for blending is bought by the blender in bricks, rolls or prints he shall be deemed to have purchased the same at the first hand price of bulk butter of the same variety.

(d) Clause 4 of this Order shall not apply to a sale of blended butter in rolls bricks or prints.

4. *Small sales by wholesale.*—Upon a sale by wholesale not exceeding 24 lbs. of butter not constituting a whole original package a charge at the rate of ½d. per lb. may be made in addition to the maximum charge authorized by Clause 2 of the Principal Order but if two or more sales are made by a dealer to the same purchaser in the same week the said charge shall not be made in respect of any butter after the first 24 lbs. so sold in the week.

5. *Sales by second wholesaler.*—(a) Where a quantity of butter not exceeding 56 lbs. is sold to a retail dealer by a dealer who upon his own purchase paid a price which included the whole or part of the wholesale profit of 7s. 6d. per cwt., permitted by Clause 2 of the Principal Order, the dealer may on the occasion of such sale add to the price authorized by Clause 2 of the Principal Order a further sum at the rate of 4s. per cwt.; provided that if two or more sales are made by a dealer to the same purchaser in the same week the further charge authorized by this clause shall not be made in respect of any butter after the first 56 lbs. so sold in the week.

(b) The additional charge authorized by this clause may, in cases to which Clause 4 of this Order applies, be made in addition to the charge at the rate of ½d. per lb. authorized by that clause.

6. *Carriage of butter by wholesale dealer.*—(a) Where butter is either on the purchase or on the sale thereof carried by a wholesale dealer in his own van or cart, he shall be deemed to have paid for carriage at the rate of 6d. per cwt. if the distance measured in a straight line is less than ten miles or at the rate of 1s. per cwt. if the distance equals or exceeds that limit, but if the dealer carries the butter in his own cart or van both upon his own purchase thereof and upon the sale thereof, the distances upon the two occasions measured separately in manner aforesaid shall be added together and the charge regulated by the total distance.

(b) Where butter is transported by sea any sum paid for marine and war risk insurance shall be treated as part of the cost of transport.

(c) On any wholesale dealing the part of the price which represents the cost of transport or carriage shall be separately stated in the invoice but the details of the charge need not be stated unless required by the purchaser.

7. *Retail Prices.*—Where the price paid by a retail dealer for butter does not include delivery to his own retail premises and the butter is carried to his retail premises in his own van or cart he shall be deemed to have made a payment for such carriage at the rate of 6d. per cwt. if the distance measured in a straight line is under ten miles or at the rate of 1s. per cwt. if the distance equals or exceeds ten miles.

8. *Butter Blended by a Retailer.*—Where a retailer blends butter in a blending factory registered before the date of this Order pursuant to the Butter and Margarine Act, 1907, he may in respect of such blending treat the cost price of the butter as increased by a sum at the rate of 4s. per cwt. calculated according to the weight of the butter as blended.

9. *Discount.*—Where on a sale of butter a discount is allowed at a rate not exceeding 2d. in the £ for cash within any specified period not exceeding one calendar month the price upon such sale shall for the purpose of this Order be reckoned at the full price before deducting discount.

10. *Purchasers may rely upon vendor's statements.*—Where the maximum price at which butter may be sold by any person depends upon the amount of any sum or sums paid or payable in relation thereto by

any former seller such person shall be entitled to rely upon any written statement as to the amount of the sum or sums so paid or payable that may have been made to him by the person from whom he bought the butter, unless he has reason to suspect the truth of such statement.

11. *Wrappings included in prices.*—The maximum prices prescribed by the Principal Order or this Order include in each case suitable wrappings or packages.

12. *Prices to be exhibited.*—Every retailer of butter shall so long as he shall have any butter on sale display prominently at the shop or other place of sale a statement or statements showing the prices at which he is selling butter at such shop or place and when he is selling different varieties of butter at different prices the statement or statements shall be in such form or so displayed as to show which is the price of each variety and shall on reasonable demand give to any person authorized pursuant to Clause 7 of the principal Order all such information as may be necessary for showing which of the documents and records mentioned in that clause relate to the butter which he has for the time being on sale. No retailer of butter shall sell butter at a price higher than that shown on any such statement.

13. *Exception.*—The Principal Order and this Order shall not apply to sales of butter for immediate consumption in the ordinary course of a catering business.

14. *Amendment of Clause 4 (c) of the Principal Order.*—There shall be inserted after the words "butter" in the sixth line of Clause 4 (c) of the Principal Order the words "imported or made by the person in question."

15. *Principal Order to take effect as amended.*—The Principal Order shall be read as varied so far as necessary to bring it into conformity with the provisions of this Order and shall take effect as if the provisions of this Order had been originally incorporated therein and Clauses 2 (d) and 4 (d) of the Principal Order are hereby rescinded.

16. *Title and Commencement of Order.*—(a) This Order may be cited as the Butter (Maximum Prices) (Amendment) Order, 1917.

(b) This Order shall come into force on the 5th November, 1917.

By Order of the Food Controller.

U. F. WINTOUR,

Secretary to the Ministry of Food.

31st October, 1917.

THE BUTTER (MAXIMUM PRICES) ORDER, (NO. 5) 1917.

Pursuant to Clause 1 (a) of the Butter (Maximum Prices) Order, 1917, the Food Controller hereby prescribes maximum prices at the rates set forth in the Schedule hereto as the first hand prices for the several varieties of butter mentioned in such schedule upon all sales of butter by or on behalf of the importer or maker thereof for delivery, as to Danish butter on or after the 13th November, 1917, and as to all other varieties of butter on or after the 6th November, 1917.

U. F. WINTOUR.

Secretary to the Ministry of Food.

3rd November, 1917.

[Schedule of prices.]

Denunciation of Treaty.

NOTICE.

Foreign Office,

13th November, 1917.

His Majesty's Ambassador at Petrograd has received from the Russian Minister for Foreign Affairs a note, dated 24th October last, stating that economic conditions arising out of the war compel the Russian Governments to take into consideration the revision of their existing Commercial Treaties. They therefore denounce the Commercial Treaty between the United Kingdom and Russia of 12th January, 1869. The Treaty will accordingly be terminated on 24th October, 1918.

2. The notice of denunciation is accompanied by the statement that the Russian Government will be ready to come to an agreement with His Majesty's Government in order that no inconvenience may be caused by the period of transition.

State's "Surplus" Property.

The Ministry of Reconstruction states that, in accordance with a decision of the War Cabinet that the disposal of Government property surplus to departmental requirements should be entrusted to a special organization, the Minister of Reconstruction has appointed an Advisory Council with the following terms of reference:—

To expedite the preparation of any necessary inventories of property and goods of all descriptions held by Government departments, and to consider and advise on the disposal, or alternative form of use, of any property or goods which have or may become, during or on the termination of the war, surplus to the requirements of any department for the purposes of that department.

The Council will be composed of

Lord Salisbury (chairman), Mr. W. Adamson, M.P., Mr. A. L. Dickinson, Sir Howard Frank, Mr. W. Lander, Sir Maurice Levy, M.P., Sir H.

Ross Skinner, Sir Deville Stanier, M.P., and Mr. John E. Thornycroft, together with the following departmental representatives:—
Mr. R. F. Wilkins (H.M. Treasury), Mr. M. M. Waller (Admiralty), Major-General Sir C. F. Hadden (War Office), Sir Evan Jones (Board of Trade), Sir Arthur Durrant (Office of Works), and Mr. Alex. Walker (Ministry of Munitions).

The League of National Safety. THE FIRST HUNDRED THOUSAND.

Sir Arthur Yapp, K.B.E., the Director of Food Economy, reports that the first hundred thousand "ship-savers" have been enrolled in the League of National Safety, which is founded to relieve the pressure of tonnage by a voluntary carefulness in the use of food. Thrift in food spells more ships for America's soldiers, whose tramp, tramp, tramp across the prairies of the West is a doleful sound of bad omen in the ears of Prussia's king. All classes of the community, from the peer to the crossing-sweeper, are represented in the first hundred thousand. Among names chosen at random from the avalanche of membership cards at the headquarters at Grosvenor House are those of Lord Harcourt, the Earl of Plymouth, the Dowager Countess of Guildford, Sir Frederick and Lady Pollock, the Countess of Haddo, the Lord Mayor of Manchester, the Lord Mayor of Cardiff, the Mayor of Keighley, the presidents and secretaries of many labour organisations, and there are Major-Generals and Lieut.-Colonels, for the saving of food is at this stage of the war a military question, the kitchen being in the battle-line.

Local Food Committees have asked for 500,000 cards. Legions of the League are being formed. In many cases individual members have promised to enrol one thousand others, and it is possible that a special badge may be designed and presented to those helpers. Every city and village, every church and trade union is invited to enrol members in a Legion called by its own name. Full particulars can be obtained from Sir Arthur Yapp, League of National Safety, Ministry of Food, Grosvenor House, London, W. 1. There are no membership fees, and all who enrol will be presented with a beautifully designed certificate and badge. The badge and certificate will no doubt become historic, and should be in every household.

One million members are wanted before the end of November. Such a number enrolled within a short space of time will be another proof to Germany that the U boat campaign is doomed to failure. It will be a message to sailors and soldiers of the Allies that even to the last bite of bread Britain is pledged to fight for the defeat of Prussianism.

Members of the League are pledged to abide by the new scale of voluntary rations, a generous scale, in the fourth year of war, and to avoid and discourage waste, and to help forward the campaign for Food Economy. Sir Arthur Yapp invites every citizen to become first a member and then a missionary of the League. The anchor badges are being manufactured by the million, and will be ready for delivery very shortly.

Parcel Post to Neutral Countries.

In exercise of the powers conferred upon them by Regulation 24n of the Defence of the Realm Regulations the Army Council hereby order as follows:—

On and after 17th December, 1917, nothing may be sent to any neutral country in Europe by sample post, or (unless addressed to a prisoner of war) by parcel post, by any person who has not previously obtained a permit for this purpose from the Chief Postal Censor.

Applications for permits under Defence of the Realm Regulation 24c should be addressed to the Chief Postal Censor, M.I.9d, Strand House, Carey-street, London, W.C. 2. Permits are issued, subject to the fulfilment of prescribed conditions, only to those whose normal and legitimate business is affected. Persons who wish for private purposes to send to the countries affected articles suitable for dispatch by parcel post or by sample post should place an order with an appropriate firm in possession of a permit.

The dispatch of parcels containing printed matter sent under permit issued by the Chief Postal Censor under Defence of the Realm Regulation 24n is not affected by this Order; and persons holding such permits may continue to send such parcels under the conditions stated in their permits. Permits issued under Regulation 24c do not in any way affect the necessity of complying with all other formalities required in connection with the export of merchandise.

Attention is particularly drawn in this connection to the necessity for obtaining from the War Trade Department, Westminster, S.W. 1, a licence for any goods of which the export is prohibited by Royal Proclamation or Order in Council. Copies of the prohibited list may be obtained on application to that department or to the Commercial Intelligence Department, Basinghall-street, London, E.C. 2.

The dispatch of parcels to prisoners of war is subject to special regulations.

In the House of Commons on the 15th inst., Mr. Forster, replying to Brigadier-General Page Croft, said:—The total square mileage of territory conquered or reconquered by British Armies in all theatres since 1st July, 1916, is about 125,000 square miles. This figure is necessarily only approximate, as in some theatres of war no hard-and-fast line can be drawn between territory in enemy and British occupation on a given date.

Societies.

Belgian Lawyers Relief Fund.

Amount previously notified	£ s. d.
998	3 6
The following further donation is gratefully acknowledged:—	
The Hon. Society of Lincoln's Inn (third donation)	52 10 0

£1,050 13 6

Further donations are very urgently needed, and may be sent to "The Belgian Lawyers' Aid Committee," General Buildings, Aldwych.

Gray's Inn.

The Right Hon. Sir Frederick Smith, K.C., M.P., has been re-elected Treasurer of the Honourable Society of Gray's Inn for the ensuing year. The Hon. Mr. Justice Atkin has been re-elected Vice-Treasurer.

The Union Society of London.

The society met at the Middle Temple Common Room on Wednesday, 14th November, 1917, at 8 p.m. The subject for debate was: "That this House regards the naval conduct of the war as unsatisfactory." Opener: Mr. W. R. Willson. Opposer: Mr. J. H. Stranger. The motion was lost.

The Society met at the Middle Temple Common Room on Wednesday, 21st November, at 8 p.m. The subject for debate was: "That in the opinion of this House India should be granted representative government." Opener, Mr. Phrov; Opposer, Mr. W. R. Willson. The motion was lost.

Building After the War.

The technical conference set up by the National Housing and Town Planning Council, on the 16th inst., says the *Times*, submitted to the Local Government Board its interim report on the problems likely to present themselves for solution in housing and town planning at the close of the war. The conference took as the basis of their inquiries the statement by Mr. Hayes Fisher, President of the Local Government Board, that the number of houses likely to be built by the State for the working classes in the first year after the war was 500,000 for England and Wales. This estimate does not cover the pressing needs of Scotland.

The report says it will be necessary at the close of the war to ask the tenants of the new houses to pay higher rents than those current before the war. For this reason the new houses must be made attractive, to be well worth the extra rent charged. The following points to be observed in all plans adopted by Local Authorities for cottage building are presented:—

The houses should be broad rather than deep, to secure ample light. Back extensions are better avoided; all the rooms should be brought under the main roof.

Three bedrooms should be provided in all the new houses.

The houses should, as a rule, be provided with parlours.

Each house should have a bath, with hot water.

Ample window space should be given and windows carried as near to the ceiling as possible.

A layer of concrete, or other approved impervious material, should be laid under all floors to prevent damp rising, and a proper damp-proof course should be provided to all walls.

The level of the ground floor should be above the level of the ground immediately surrounding.

The assistance of women with close knowledge of household economy should be sought in regard to details of interior construction, such as the design of the stairs, the provision of cupboards, larders, and storage accommodation.

The report recommends that the Government should be advised to lend or grant money "only when the 'lay-out' of the estate or area, on which the housing scheme is to be carried out, meets with the approval of the Local Government Board, has been prepared on town planning lines, and is in conformity with a general outline town plan for that portion of the district of which the housing scheme forms a part."

In rural planning the report urges the Government to make conditions of housing loans and grants-in-aid for rural housing schemes as follows: (1) That there shall be a proper "lay-out" scheme submitted; (2) open spaces shall be provided; (3) cottage gardens, of not less than one-eighth of an acre per cottage; and (4) careful grouping for future extensions.

An investigation is recommended to ascertain what steps (if any) can be taken to keep the brickmaking industry alive, so that sufficient stocks of bricks may be available at the close of the war. Measures of the most vigorous kind should be taken to secure a great increase in the cutting and seasoning of timber in various areas of probable supply.

Law Students' Journal.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination, held on the 29th and 30th October, 1917:—

Baulkwill, Reginald	Pridham, Moore, George William, LL.B.
LL.B. (Lond.).	(Lond.).
Bloomer, William Rodding.	Sales, Harry Thomas.
Brady, Francis Bridgford, B.A.	Saunders, Henry James Huzzey, LL.B. (Lond.).
(Oxon.).	
Caunter, Frederic Lyde.	Sharpe, Charles James.
Daniel, Rea Albiston.	Smith, William Napier.
Douglass, Guy Herbert.	Thomas, Richard Vernon.
Jones, Charles Henry.	Walker, Arthur Henry.
MacDonnell, Archibald Garvey.	Williams, Alan Carmichael, B.A.
Miller, John William.	LL.B. (Liverpool).

No. of candidates, 18; passed, 17.

HONORARY DISTINCTION.

The Examination Committee recommend the following as being entitled to honorary distinction:—

SECOND CLASS.

Moore, George William, LL.B. (Lond.), who served his articles of clerkship with Mr. Charles James Band, of the firm of Messrs. Band, Hatton & Co., of Coventry.

THIRD CLASS.

Baulkwill, Reginald Pridham, LL.B. (Lond.), who served his articles with Mr. Alfred Ernest Hopper, of Barnstaple.

E. R. Cook, Secretary.

Law Society's Hall, Chancery-lane, W.C.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination, held on the 31st October and 1st November, 1917:—

A candidate is not obliged to take both parts of the Examinations at the same time.

FIRST CLASS.

Eager, John Ireland.

PASSED.

Brundell, William Charles Frederic.	Heckford, Harry Matthews.
Dixon, Percy.	Hemming, George Benjamin.
Dodsworth, Leonard	Herbert, Edwin Savory.
Lumley	Lewis, Frank Herbert.
Savage, B.A. (Oxon.).	Marsh, George.
Hamilton, Benjamin.	

The following candidates have passed the Legal portion only:—

Bonney, William Charles.	Ridge, Basil Arthur, B.A. (Cantab.).
Morgan, Henry.	Williams, Joseph Edward.

No. of candidates, 22; passed, 14.

The following candidates have passed the Trust Accounts and Book-keeping portion only:—

Atherton, John Slater.	Maniar, Manbhoy Balooobhooy.
Breakwell, John Howard.	Robinson, John Edgar, LL.B.
Hutchinson, Francis Ormerod, B.A. (Oxon.).	(Victoria).
	Widdicombe, Samuel.

No. of candidates, 22; passed, 16.

E. R. Cook, Secretary.

Law Society's Hall, Chancery-lane, W.C.

Calls to the Bar.

The following gentlemen have been called to the Bar:—

LINCOLN'S INN.—B. N. Seal, Lond. Univ.; C. Hayes.
 INNER TEMPLE.—J. P. Hodge; C. J. Hemelryk, B.A., Oxford; G. B. Ascroft, B.A. Oxford; F. D. Levy, M.A. Oxford; E. H. North, B.A. Oxford; A. H. Holman, B.A. Cambridge; G. B. McClure, B.A. Oxford; B. L. Lawrence, B.A. Cambridge; F. J. Yeatman, B.A. Cambridge; K. Lall, B.A. Oxford; and F. Shelford, B.Sc. London.
 MIDDLE TEMPLE.—H. S. Davis, M.A., Captain, Gloucester Regt.; C. F. Garstin, Captain, General List; C. A. Prada; G. S. Godwin; S. N. G. Bailey, B.A.; LL.B.; R. Coleman; C. N. Matthews, Captain, London Regt.; R. Wolfenden, M.Sc.; C. Verheyden; J. Lustgarten.
 GRAY'S INN.—R. W. Leach, Captain, Lancs. Fus.; W. H. Evans, M.Sc., Manchester Univ.; A. B. Lucy, Captain, Lond. Regt., att'd. Ministry of National Service; L. R. Whittall, Smyrna, Turkey.
 The above list does not include the names of gentlemen who apparently will not practise in this country.

Obituary.

Qui ante diem perlit,
Sed miles, sed pro patria.

Captain Walter D. Aston.

Captain WALTER DOUGLAS ASTON, Cambridgeshire Regiment, who died of wounds on 2nd November, was the son of Mr. Walter Aston, of Worthing. He was educated at Downing College, Cambridge, of which foundation he was successively a scholar and a Fellow. He took first-class honours in both parts of the Law Tripos, and was Senior Jurist in 1905, also winning in 1906 a university scholarship for International Law. He joined actively in college athletics, and had colours for Rugby football, rowing and lawn tennis. Called to the Bar in 1910, he attained success as a law lecturer in Cambridge. On the outbreak of war he joined the C.U.O.T.C., and in 1915 obtained a commission. His long experience as a teacher rendered him a skilful trainer of recruits, and he served in this capacity at nine successive centres. In September last he went to the front. His shortsightedness had not prevented him from qualifying as a first-class shot, and he was appointed musketry instructor to his battalion. His commanding officer describes him as "a keen and hard-working brother officer; a serious loss, as he was doing valuable work for us." Another officer writes of him as "one whose example of living was of the highest, and whose influence in the mess was that of a Christian gentleman." Captain Aston married, at Morganville, Kansas, U.S.A., in 1911, Miss Carrie Oline Anderson (B.A., 1905), of Kansas University. She and his two infant daughters survive him.

Captain George Norman Berney.

Captain GEORGE NORMAN BERNEY, Herefordshire Regiment, was killed in action in Palestine on 6th November. He was aged twenty-five, and was the only son of Mr. George Francis Berney, senior partner in the firm of Messrs. Corsellis & Berney, of Wandsworth and Lincoln's Inn-fields. He was educated at Haileybury College, and was under articles to Mr. J. Theodore Goddard, of Serjeant's-inn. Captain Berney was preparing for his final examination when war was declared, but at once enlisted, and shortly afterwards received a commission.

Captain Leigh R. Coke.

Captain LEIGH R. COKE, of the Hampshire Regiment, has been killed in Palestine. Captain Coke was one of the most popular men of the younger generation in Ashford, Kent. Coming of a well-known Ashford family, he was prominently identified with the affairs of the town, and was a thorough lover of sport. He particularly excelled in cricket, and was captain of the Ashford Cricket Club in 1913, subsequently becoming treasurer. Captain Leigh Rigby Coke, who was thirty-seven years of age, was a son of Dr. William Harriott Coke. He was born in Ashford and educated at Haileybury. Adopting law as a profession, he was articled to Mr. H. J. Bracher, and subsequently became managing clerk to Mr. Lamb, of Southend. He was admitted in 1903, and after a short period returned to Ashford, where he became partner in the firm of Messrs. Kingsford, Drake, & Coke in 1906. He was secretary to the Ashford Mutual Building Society, secretary to G. H. Hunter (Limited), and assistant secretary to the Ashford District Sanitary Laundry Co. and the Ashford Brick and Tile Co. He was also on the committee of the Ashford Golf Club. On 15th May, 1914, he married Miss Anna Bergendorff, daughter of the late Herr Andreas Bergendorff, of Stockholm, the ceremony taking place in that city. There are no children of the marriage. Mr. Coke joined the Buffs as a private immediately on the outbreak of the war, and after six months or so obtained his commission, being promoted to captain in 1917. One of his brothers is Second Lieutenant E. Coke, R.F.A., who has been awarded the Military Cross.

Captain Hugh U. Scrutton.

Captain HUGH URQUHART SCRUTTON, M.C., Northumberland Fusiliers, is now reported to have died of wounds, in his twenty-second year, while prisoner in a Bulgarian hospital, shortly after 10th September, 1916, when he was wounded in a fight on the Struma. He was the youngest son of Lord Justice and Lady Scrutton, and was educated at Stratheden House, Blackheath, and Uppingham (Schoolhouse), where he was in the sixth form and cadet corps. He was going into the Army as a university candidate from King's College, Cambridge, where he had been a year, when the war broke out. He at once, with one of his elder brothers, enlisted as a motor dispatch rider, was sent to France in the middle of August, 1914, and went through the retreat from Mons, the battles of the Marne and Aisne and the first Battle of Ypres, with the Third Division. The two brothers were mentioned in Lord French's first dispatch. He then received a commission in the 1st Northumberland Fusiliers, and was wounded at Hooge in June, 1915. For conspicuous bravery in this fighting he received the Military Cross, and was again mentioned in dispatches. Recovering from his wound, he was sent to

Salonika, and on 10th September, 1916, was reported "wounded and missing." He was wounded severely while rallying his men in a retreat, and refused to allow his men unduly to expose themselves by carrying him in. His colonel wrote:—"He was an exceptionally fine company officer. . . . Of his gallantry I need not speak. He was certainly one of the most gallant of a very gallant collection of young officers." The men of his company wrote:—"He was gallantly rallying the men at a critical time of the engagement. . . . He was a very brave man, and as our officer he was looked up to as such by the N.C.O.s and men of his company." He was mentioned a third time in dispatches for work on this front.

Second Lieutenant Le Gaye Mills.

Second Lieutenant Kenneth Le Gaye Mills, R.F.C., was the younger son of Mrs. Mills and the late Colonel Arthur Mills, solicitor, of Hull, and Registrar of Hedon County Court. He was nineteen years of age, and was educated at Beverley Grammar School and Framlingham College. He studied for the law, and was articled to Messrs Locking, Holditch & Locking, of Hull. He joined the Artists' O.T.C. in October, 1915, being then seventeen years old. Later he was offered a commission in the Grenadier Guards, but, in preference, accepted one in the R.F.C. last February. He obtained his wings in the following June. He joined a squadron at the front in August, and died in a clearing hospital on 11th November of wounds received five days previously.

Second Lieutenant Gordon Adams.

Second Lieutenant HENRY GORDON ADAMS, R.F.A., who was killed on 6th October, aged twenty-eight, was the elder son of Mr. William Avery Adams, Secretary for Education, Bristol. He was educated at Clifton College, leaving with a Law Society's scholarship. He served his articles with the Town Clerk of Bristol, and gained honours in his final examination, besides winning the John Mackrell prize. Having decided to take up local government work, he obtained in 1911 his first appointment as acting clerk to the Saxmundham and Leiston Urban District Councils. Later he became Assistant Town Clerk of Bath, and subsequently he held a similar position under the Town Clerk of Sheffield. He volunteered for military service shortly after war broke out, but was rejected on medical grounds. On re-examination he was passed for service, and joined the Sheffield O.T.C. He was gazetted to the R.F.A. last June, and went to the front in July. His captain writes:—"He was a great favourite amongst us all, both officers and men. A more hardworking and willing officer I have never had. Any work that had to be done he was always the first to volunteer for. He was the life of the mess, and they all loved him." Second Lieutenant Adams married Miss Doris R. Norbury, of Didsbury, and leaves two children.

Legal News.

Appointments.

The First Lord of the Admiralty has appointed Mr. FREDERICK McMULLAN, of the Inner Temple, barrister-at-law, to be Conveyancing Counsel to the Admiralty in succession to Mr. Frank Loftus Wright, who has resigned.

Changes in Partnerships.

Amalgamation.

Referring to the notice (61 SOLICITORS' JOURNAL, p. 670, 4th August, 1917) that the firm of MESSRS. WELCH & Co. has been amalgamated with that of Messrs. Kimber Bull, Duncan, Howland & Co., under the style of Messrs. Kimber Bull, Howland, Clappé & Co., arrangements have now been completed to carry on the business exclusively at 6, Old Jewry, London, E.C. 3.

Dissolutions.

BERTRAM BREWIS and ARTHUR BREWIS, solicitors (Brewis & Sons), St. Helens, in the county of Lancaster. November 1. So far as concerns the said Bertram Brewis, who retires from the firm.

[Gazette November 16.]
FRANCIS ROBERT HOWLETT and WILLIAM HINGESTON WHITEHEAD, solicitors (Howlett & Whitehead), 9, King-street, Maidstone. September 1. [Gazette, November 20.]

Information Required.

MRS. MARY ELINA FREER, Deceased.—Will any person who can supply information as to the existence of a will of the late Mrs. M. E. Freer, who died at Leamington on the 22nd May, 1917, please communicate with Field & Sons, solicitors, Leamington?

Re ALFRED COOPER, Deceased.—Notice.—All persons having any deeds, documents or securities of any kind belonging to or relating to the estate of Alfred Cooper, late of 30, Langdale-gardens, Hove, Sussex, and 37, North-end, Croydon, are requested to at once communicate with the undersigned, the solicitors to the executors of the said Alfred Cooper.—Dated this 13th day of November, 1917.—Drummonds, 58, North-end, Croydon.

General.

In pursuance of a proposal put forward by Sir Arthur K. Yapp, K.B.E., Director of Food Economy, the Bishop of London will preach a special Food Economy Sermon on behalf of the League of National Safety, at St. Paul's Cathedral, on Sunday, 25th November. The Lord Mayor and Sheriffs of the City of London will attend in State, and the Mayors of the London Boroughs are being invited by him to attend also.

A correspondent, says the *Times* under "City Notes," writes to us on a point affecting investment in National War Bonds by trustees, to which, if well founded, the authorities should certainly give their attention. "With a view to facilitate the transaction of business by a trustee absent on active service," he writes, "a special Act of Parliament was passed enabling him to give an effective power of attorney, but while the Bank of England will accept application forms signed by such attorney, and take his money, they decline to act on his requisition to pay the dividends to the bankers of the trust without putting the estate to the trouble and expense of a legal declaration of trust. In times like these, when money is wanted by the State, it is surely not asking too much to demand that all unnecessary restrictions should be done away with, and reasonable facilities given for financial transactions to be carried through promptly and cheaply." We had not previously been aware that the difficulty complained of by our correspondent was being made. If it is, we agree with his criticism.

In reply to Mr. Hume Williams, who asked whether officers and men recently repatriated from Switzerland on account of their condition will be discharged from the Army if they so desire, and, if not, what kind of employment is open to them, and how it is proposed to utilize such services as they are capable of rendering, Mr. Macpherson states:—"Under the agreement with Germany repatriated prisoners of war may not be employed on any front of military operations, or on the lines of communication, or in occupied territory. Officers if permanently unfit for further military service are permitted to leave the Service. If they are fit for further service their services are utilized either regimentally or otherwise. Any application to leave the Service from an officer not permanently unfit is considered on its merits. Other ranks are medically examined, and if found permanently unfit are discharged. The remainder are given furlough, as soon as they are fit for it. At the expiration of the furlough, they are sent to a reserve battalion. If they become fit for general service they are not included in numbers available for overseas."

"G. E. M.," in a letter to the *Times* (16th inst.), says:—"It is to be desired from many points of view that before matters proceed farther the authorities should revise their scheme for relief from insurance against damage by aircraft by making compensation absolute without insurance. Partial insurance is illogical and presses hardly upon commerce, seeing that the manufacturer and merchant and other owners of property will in the form of insurance premiums bear the brunt of repairing damage to their own belongings, besides contributing in the taxes to the cost of reinstatement for those who are altogether exempt from responsibility. Moreover, the man in the west out of the danger zone will escape a big share in the national calamity which his fellow-countryman in the bombarded area eastward, for no fault of his own, has to bear. The scheme as set forth is complex and will involve technical, vexatious, and legal distinctions, and will impose upon insurance companies, their agents, and others a large degree of work and worry with which, through depleted staffs and excessive hours of work, they are ill-equipped to deal."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY	APPEAL COURT	MR. JUSTICE		MR. JUSTICE
	ROTA.	No. 1.	NEVILLE.	EVE.	
Monday Nov. 26	Mr. Jolly	Mr. Farmer	Mr. Church	Mr. Goldschmidt	
Tuesday . . . 27	Syngé	Jolly	Farmer	Leach	
Wednesday . . 28	Bloxam	Syngé	Jolly	Church	
Thursday . . . 29	Borror	Bloxam	Syngé	Farmer	
Friday 30	Goldschmidt	Borror	Bloxam	Jolly	
Saturday Dec. 1	Leach	Goldschmidt	Borror	Syngé	
Date.	MR. JUSTICE	MR. JUSTICE	MR. JUSTICE		MR. JUSTICE
	SARGANT.	ASTREURY.	YOUNGER.	PETERSON.	
Monday Nov. 26	Mr. Leach	Mr. Borror	Mr. Bloxam	Mr. Syngé	
Tuesday . . . 27	Church	Goldschmidt	Borror	Bloxam	
Wednesday . . 28	Farmer	Leach	Goldschmidt	Borror	
Thursday . . . 29	Jolly	Church	Leach	Goldschmidt	
Friday 30	Syngé	Farmer	Church	Leach	
Saturday Dec. 1	Bloxam	Jolly	Farmer	Church	

Winding-up, Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, NOV. 9.

ROSEMELLYN CHINA CLAY CO. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph May Coon, High Cross st, Saint Austell, Cornwall, liquidator.

TYNE AND TEES SALVAGE AND SHIPREPAIRING CO., LTD.—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to John George, 11, Sinkle st, Stockton on Tees, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, NOV. 13.

THE AGRICULTURE, FORESTRY AND MINING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 19, to send their names and addresses, and the particulars of their debts or claims, to Matthew Eugene Hutchinson, 1, rue Glaciere, la Garene-Colombes (Seine), France, liquidator.

THE CONTINENTAL FINANCE SYNDICATE LTD.—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to William Wyle Macalister, 80, Coleman st, liquidator.

R. E. T. CONSTRUCTION CO., LTD.—Creditors are required, on or before Nov. 30, to send names and addresses, and the particulars of their debts or claims, to Alfred Page 28, King st, Chapsalpe, liquidator.

JUNGLE, LTD.—Creditors are required, on or before Dec 8, to send in their names and addresses, and full particulars of their debts or claims, to Frederick Bernard Harper, 35, Great Tower st, liquidator.

NORTHERN JUNGLES, LTD.—Creditors are required, on or before Dec 8, to send their names and addresses, and full particulars of their debts or claims, to Frederick Bernard Harper, 35, Great Tower st, liquidator.

ROBERT COVERDALE STEAMSHIP CO., LTD.—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to John Collingwood Fortune, 36, Church st, West Hartlepool, liquidator.

SOUTHERN JUNGLES, LTD.—Creditors are required, on or before Dec 8, to send their names and addresses, and full particulars of their debts or claims, to Frederick Bernard Harper, 35, Great Tower st, liquidator.

WHITESTABLE SHIPPING CO., LTD.—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to F. G. van de Linde, 4, Fenchurch av, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, NOV. 9.

Alluvials, Ltd.	Rodonit Syndicate, Ltd.
Saddsworth Printing Co., Ltd.	Guanacevi Co., Ltd.
Black Lion Hotel (Llanfairrhallarn), Ltd.	Sauze Nursing Home, Ltd.
Patent Diastase Bread Improvement Co., Ltd.	Newbridge Public Hall Co., Ltd.
Tanat Valley Coal and Lime Co., Ltd.	Henry Tym, Ltd.

London Gazette.—TUESDAY, NOV. 13.

Agricultural Forestry and Mining Syndicate, Ltd.	Robert Coverdale Steamship Co., Ltd.
Union Hotel Co., Ltd.	"Flower" Motor Ship Co., Ltd.
Stretford Bowling & Tennis Co., Ltd.	Gretland, West Vale & Stainland Coal Society, Ltd.
South Western Brick Co., Ltd.	

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM

London Gazette.—FRIDAY, NOV. 9.

BRADFELD, ISABELLA, Whitely Bay Nov 30 Lazenby & Minton-Sanhouse, Newcastle on Tyne
BROWN, ROY ARTHUR CAMPION, Tintinhull Vicarage, nr Martock, Somerset Dec 6 Ford, Weston super Mare
CHAMBERLAIN, WILLIAM JAMES, Exmouth Dec 5 Frienl & Tarbet, Exeter
COLE, SEANA, Sandown, Isle of Wight Dec 7 Buckell & Drew, Newport, Isle of Wight
CONBERTY, JANE, Blackpool Dec 1 Wilmot & Hodge, Southport

COOPER, ELIZABETH ANNIE, Rugby Nov 30 Rouse & Broom, Rugby
COX, EDMUND, HMS Vanguard, Fleet Surgeon Dec 17 Benson & Co, Bristol
EVANS, ELIZABETH, Hereford Nov 30 Wallis, Hereford
EYRE, FREDERICK VINCENT, Bath Nov 30 Tucker, Bath
FOREMAN, JOHN EUGENE, Bournemouth Nov 30 Bird & Eldridges, Great James st
FRASER, ALEXANDER ADOLPHUS Dec 1 Guillaume & Sons, Salisbury sq
GRANFIELD, JOHN THOMAS, Ely, Cambridgeshire Dec 10 Pearce & Nicholls, New et, Lincoln's inn

GREEN, ROBERT, Crosshills, nr Kelghley, Worstad Manufacturer Nov 24 Wright & Wright, Kelghley
GREENWOOD, WILLIAM, Todmorden Nov 30 Molesworth & Son, Rochdale
HAMILTON, JAMES, Boytin, Lancs Nov 30 Holroyd, Oldham
HARVEY, ANNIE, Littlehampton Nov 30 Holmes & Co, Littlehampton
HAYMES, WILLIAM HERBERT, Kingston on Thames, Licensed Victualler Nov 14 Sherwood & Warren, Essex st, Strand
HEDDEN, BRIAN NEWELL, Clarence Gate gdns, Regent's Park Dec 15 Blachford & Co, Walbrook

HIRST, SARAH, Kingston on Thames Dec 12 Carter & Co, Kingston on Thames
HOLMES, GEORGE FENOLD, Felpham, Sussex Nov 30 Beldam, Littlehampton
HOWARD, RICHARD, Wadebridge, Cornwall Dec 15 Ellis, Wadebridge
HUDSON, JOSEPH, Liverpool, Shoemaker Nov 30 Husband & Son, Liverpool
HUGHES, EDWARD, Claremont, Carnarvon, Merchant Dec 1 Henwood & Co, Carnarvon
HYDE, FRED, Dukinfield, Grocer Dec 20 Innes, Manchester
IMMAN, JOHN, Brighouse Dec 8 Barber & Jessop, Brighouse
KEANE-PENROSE, ESMÉ MURIEL WRETHERSTONE, St Andrew's mans, Dorset st, Midddix Dec 10 Meynell & Pemberton, Old Queen st, Westminster
KEANE-PENROSE, LEUT ALGERNON FANE, Chiddingfold Dec 10 Meynell & Pemberton, Old Queen st, Westminster

KEENE, LAFORD, Oldham Dec 8 Smith, Oldham
LOUKES, HANNAH ELIZABETH, Darnall, Sheffield Dec 8 Rodgers & Co, Sheffield
MEDLYN, MARIA, Camborne, Cornwall, Grocer Dec 3 Thomas, Camborne
MEDLYN, WILLIAM, Camborne, Cornwall, Grocer Dec 3 Thomas, Camborne
MORGAN, THOMAS, Laura ter, Finsbury Park Dec 7 Nash & Co, Queen st
NAY, BENOIT, Trun, Switzerland Dec 1 Walbrook & Hosken, St Paul's churchyard
NORRIS, JANE ELIZABETH, Manchester Nov 30 Holt & Co, for Deputy Public Trustee Manchester

PAGET, FRANCES (otherwise MARY FRANCES XAVIER O'BRIEN), Claygate, Surrey Dec 3 Love & Co, Temple gins

PRICE, THOMAS, Talgarth, Brecknock, Farmer Dec 8 Griffiths, Hav, via Hereford
RIDDOCK, ELIZA, Northampton Dec 1 Shoosmith & Sons, Northampton
ROBERTS, AMELIA, Llanrug, Carnarvonshire Dec 5 Henwood & Co, Carnarvon
ROSE, SYDNEY MARY, Worcester Park, Surrey Dec 10 Tatlow, Anglessea st, Dublin
SANDERS, ETHEL NICOLA, Cisterham, Surrey Dec 3 Bryden, Jermyn st
SAVAGE, EMMA ISABELLA, Ousby, Cumberland Dec 4 Arnison & Co, Penrith
SARGENT, ARTHUR, Derby Dec 7 J & W H Sale & Son, Derby
SPENCER, ALICE ANN, Bolton by Bowland, Yorks Jan 1 Redwi & Co, Clitheroe
STEVENS, HARRY, Corfe Castle, Dorset, Farmer Dec 1 Slade & Son, Swanage
STUCHBERRY, RICHARD, Maldenhead Dec 5 Thomas, Maldenhead
UNSWORTH, ANN, Orrell, Lancs Nov 30 McMillin, Wigan

WALDRON, HENRY, Flomfield st, Upper Westbourne ter Dec 4 Buckingham & Kindserslev, Exeter

WEST, ANNIE MARIA, Ambleside, Westmorland Nov 20 Acton & Marriott, Nottingham

WHINGOU, MARY TIFTAPT, Mortimer st, Marylebone Dec 15 Blachford & Co, Walbrook

WHITEHEAD, FRANCES FREDERICA, Wiltshire rd, Brixton Dec 3 Bryden, Jermyn st
WHITEHEAD, FRANCES ELIZABETH, Southend on Sea Dec 3 Bryden, Jermyn st
WILLIAMS, RICHARD, Hafodybraich, Dinorwic, Carnarvonshire Dec 5 Henwood & Co, Carnarvon
WOODROW, ELIZA, Liverpool Nov 10 Roberts, Liverpool

London Gazette.—TUESDAY, NOV. 9.

ALDERSON, WILLIAM, Luddenden, Yorks, Plumber Dec 10 Boocock & Son, Halifax
ATHERTON, WILLIAM, Liverpool, Waterman Dec 1 Forshaw & Forshaw, Warrington
BAKER, JOHN LEOPOLD, Weston super Mare, Stock Broker Dec 15 Hsley & Son, Bristol

BENJAMIN, ARTHUR JOSEPH, Piccadilly Hotel, Solicitor Dec 14 Benjamin & Cohen, College hill chmbrs

BLAKE, ARTHUR TROUP, Ryde, I of W Dec 18 Capon & Smith, Bedford row
CAREY, ELIZABETH, Brighton Dec 1 Wood & Co, Southend on Sea
CARLYON, CHARLOTTE, Truro Nov 24 Carlyon, Truro

CARR, Lt Col CHARLES HARRISON, Hotel Rembrandt, South Kensington Nov 30 Williams & Tremayne, Whitehall House, Charing Cross

CHARLES, RICHARD DAY, Bristol Dec 8 Rowe & Warren, Ilfracombe
CLOWSER, SOPHIA, Carshalton Dec 10 Drummonds, Croydon
CLOWSER, JAMES HENRY, Carshalton Dec 10 Drummonds, Croydon

CROWTHER, JAMES, Southport, Excise Officer Nov 10 Wilmot & Hodge, Southport
DAVIES, EMMA, York Dec 8 E J & A Peters, York
FRAMPON, EDWARD, Cheltenham Nov 30 Bubb & Co, Cheltenham

GEORGE, EDWIN, Chorlton on Medlock Dec 21 Fraser & Co, Manchester
GIBSON, THOMAS, Southport, Glass and China Merchant Jan 1 Wilmot & Hodge, Southport

GOLDSPEAK, EDWARD ROBERT, Wilby, Suffolk Dec 31 Stead & Stead, Long Melford
GOODALL, WILLIAM EASTHAM, Patricroft, Lancs Dec 3 Harwood, Manchester
GRAHAM, HENRY JOHN, Parkstone, Dorset Dec 7 Hickson & Co, New Broad st

THE LICENSES AND GENERAL INSURANCE COMPANY, LIMITED.

Formerly THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C. 2

ESTABLISHED IN 1890.

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The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

GRUMMANT, ALBERT EDWARD, Lordship Is, Dulwich Dec 3 Durrant & Co, Bank-chambers, Gracechurch st
 HARTLEY, GEORGE THOMPSON, Aston Hall, Staffs Dec 31 Fowler & Co, Wolverhampton
 HARTMANN, HULDA RUSANNA, Cardiff Jan 1 Lean & Lean, Cardiff
 HILDITCH, ANNIE, Birkenhead Dec 1 Perkins & Co, Gray's Inn sq
 HOLDS, JOHN POOLBY, Windsor, Berks, Buller Nov 27 Last & Goodford, Windsor
 KERRY, ADOLPH, Carlton mans, West End ln Dec 15 Nabarro, Albemarle st
 LADDS, THOMAS, Tunbridge Wells Nov 20 Stone & Co, Tunbridge Wells
 LADDS, ISABELLA EVANS, Tunbridge Wells Nov 20 Stone & Co, Tunbridge Wells
 LAVERTON, EDITH MARGARET, Ilfracombe Dec 8 Rowe & Warren, Ilfracombe
 LEE, ANN, Siladen, Yorks Dec 23 Butterfield, Keighley
 LEE, WILLIAM, Siladen, Yorks, Inspector Dec 23 Butterfield, Keighley
 MARLOW, ARTHUR SAMUEL, Ryde, I of W, Confectioner Nov 30 Eldridge & Sons Newport
 MATTHEWS, MARY MARIA, Lower Slaughter, Glos Nov 30 Kendall, Bourton on the Water
 MOODY, CATHERINE, Mayflower rd, Clapham Dec 5 Nabarro, Albemarle st
 MUTTON, JOHN, Hove Dec 15 Brill, Brighton
 PAUL, Doctor BENJAMIN HORATIO, Kingston Vale, Surrey Dec 17 Collison & Co Bedford row
 PAYNTER, WALTER ABBOTT, Staines Dec 18 Capon & Smith, Bedford row
 PERCOT, DAVID, Hove Dec 17 Pearce & Sons St Bartholomew House, West Smithfield
 RICHARDSON, CHARLES WILLIAM, Romby, Director Dec 5 Wilson & Co, Victoria st
 SMITH, ARTHUR HERBERT, JP, Southend on Sea Dec 18 Tolhurst & Cousins, Southend on Sea
 SMITH, ERNEST GRAHAM, Southampton Dec 1 Ensor, Southampton
 SNEPP, CATHERINE JANE, Millbrook, Hants Dec 21 Warner & Kirby, Bishops Wal-
 tham
 SPEED, ARTHUR WILLIAM, Southport Dec 15 Weightman & Co, Liverpool
 STAMP, FRANCIS JANE, Southampton Dec 14 Hardwick, Brighton
 THOMPSON, FRANCIS JANE, Elgin av, Malda Vale Dec 10 Marson & Toulmin, South-
 work Bridge rd
 THOMPSON, MARY, Branksome Park, Dorset Nov 19 Luff & Raymond, Wimborne,
 Dorset
 TREMBLE, ANNIE, Burgess Hill, Sussex Jan 1 Vincent & Vincent, Budge row
 WALKER, JANE, Southport Jan 1 Wilmot & Regd. Hodge, Southport
 WALKER, WILLIAM, West Briderford, Manufacturer Dec 15 Julian, Nottingham
 WALLACE, JOSEPH, Burton on Trent, Cooper Dec 1 Drowry & Co, Burton on Trent
 WEST, MARY ANN, Benthall rd, Stoke Newington Nov 25 Roche & Co, Church st, Old
 Jewry
 WALLER, JAMES FRANKLIN WILKINSON, Evering rd, Stoke Newington, Engineer Dec
 10 Fobbes & Son, Mark ln
 WOODWARD, HENRY, Rochdale, Lancs, Hair Dresser Dec 10 Clegg, Rochdale
 WRIGHT, WILLIAM, Birmingham, Butcher Dec 8 Gateley & Sons, Birmingham

London Gazette.—FRIDAY, NOV. 9.

ABBOTT, JOHN, Brighton Dec 31 Danby & Co, Fenchurch st
 ADDAMS, WILLIAM, Torquay Dec 10 Heat & Co, Torquay
 AMER, WILLIAM, Powsey, Wilts Feb 1 Dixon & Mason, Powsey, Wilts
 ASHTON, WILLIAM, Stalybridge, Cheshire Dec 10 Garside & Co, Stalybridge
 ATKINSON, CHARLES WILLIAM, Carlisle Nov 20 Rendle & Co, Carlisle
 BALL, RICHARD FRANCIS, Epping, Essex Dec 31 Cure & Hall, Southampton st
 Bloomsbury sq
 BASSITT, AUGUSTA MARIA, Bridgend, Glam Dec 12 Williams & Prichard, Cardiff
 BERT, TOM, Shiregreen, Sheffield, Licensed Victualler Dec 7 Smith & Co, Sheffield
 BISHOP, EMILY HARRIETTE, Aldershot Dec 31 Foster & Wells, Aldershot
 BLAKEWAY, Col the Rev PHILIP JOHN THOMAS, Arundel Dec 31 Wootton & Son,
 London Wall
 BREWER, ELIZA EDITH, Upper Addison gds Dec 12. Flaggate & Co, Pall Mall
 BRIGHT, CAROLINE MARGARET ANNA, Abbots Leigh, Somerset Dec 18 Meade-King &
 Co, Bristol
 BROWN, Rev JOHN JAMES, Ripon, Yorks Dec 21 Hutchinson, Ripon
 BUCHAN, GEORGE, Horley, Surrey Dec 10 Birch, Reigate
 BURGESS, Col HENRY BURGESS WEAVERHALL, Staines, Middx Dec 10 Moon & Co,
 Bloomsbury sq
 CALBY, ELIZABETH, Ascot, Berks Dec 14 Buleraig & Davis, Donington House, Nor-
 folk st
 CAMBRIDGE, Rev OCTAVIUS PICKARD, Bloxworth, Dorset Dec 1 Fooks & Grimley,
 Sherborne
 CLAIR, Vicomtesse LILY HOWARD Nice, France Dec 10 Danby & Co, Fenchurch st
 DENT, LUTETIA ELIZABETH, Worcester Dec 19 Garrard & Anthony, Worcester
 EGGLESTONE, LOUISE COPEMAN, Weston super Mare Dec 1 Baker & Co, Weston
 super Mare
 FLETCHER, CHARLES, Manchester, Foreman Carter Dec 15. Bingham & Co, Manchester
 FREEMAN, JOHN, St Ann's ter, St John's Wood Dec 10 Durrant & Co, Fenchurch st
 GETTLEFF, JOSEPH, Leicester, Plumber Dec 8 Sprigge & Pollard, Leicester
 GWYHER, JOHN HOWE, New Brighton, Chest r Dec 7 Eakridge & Co, Liverpool
 HALL, EDWARD, Great Marton, nr Blackpool Dec 14 Waterhouse, Blackpool
 HERRING, GEORGE, Hove, Sussex Dec 10 Chamberlain & Co, Stone bldgs
 HOLDEN, HAYDN HINCHLIFFE, Shepley, Yorks Dec 10 Armitage & Co, Huddersfield
 JACKSON, CHARLES GEORGE, Rosary gds, Kensington, Stockjobber Dec 14 Hickson
 & Co, New Broad st
 LESTER, GEORGE, Smethwick, Staffs Dec 21 Edge & Ellison, Birmingham

Bankruptcy Notices.

London Gazette.—FRIDAY, NOV. 9.

RECEIVING ORDERS.

BELL, GEORGE R., Southampton st, Strand High Court Pet Sept 29 Ord Nov 6
 BRANWOOD, ALFRED JAMES, Rhos on Sea, Carnarvon Stock Bro or Liverpool Pet Nov 7 Ord Nov 7
 BRITISH DYEWARE AND CHEMICAL CORPORATION, Bank Chambers, Finsbury Park High Court Pet Oct 10 Ord Nov 6
 BROWNSTEIN, H. and B FOOTERPASS, Horton rd, Hackney, Leather Dealers High Court Pet Oct 8 Ord Nov 6
 COLLINS, FRANK, Gray's Inn rd, Produce Merchant High Court Pet July 23 Ord Nov 6
 MACDONALD, Sir ARCHIBALD, Pall Mall High Court Pet Aug 17 Ord Nov 7
 MACKENZIE, JOHN EDWARD, Little Clacton, Essex, Market Gardener Colchester Pet Oct 6 Ord Nov 6
 WEBB, ALBERT EDWARD, Boston, Lincs Boston Pet Nov 6 Ord Nov 6

FIRST MEETINGS.

BELL, GEORGE R., Southampton st, Strand Nov 19 at 12 Bankruptcy bldg, Carey st
 BRINKWORTH, BLANCHIE, Hove, Sussex Nov 16 at 2.30 Off Rec, 62A, Castle st, Brighton
 BRITISH DYEWARE AND CHEMICAL CORPORATION, Bank Chambers, Finsbury Park Nov 20 at 11 Bankruptcy bldg, Carey st

BROWNSTEIN, H. and B FOOTERPASS, Horton rd, Hackney Leather Dealers Nov 30 at 12 Bankruptcy bldg, Carey st
 BURDETT, FRANK J., Billingshurst, Sussex Nov 16 at 3 Off Rec, 12A, Marlborough pl, Brighton
 COLLINS, FRANK, Gray's Inn rd, Produce Merchant Nov 19 at 11 Bankruptcy bldg, Carey st
 CRABTREE, JONAS, Lightcliffe, Yorks, Grocer Nov 16 at 10.30 County Court House, Prescott st, Halifax
 GILES, ARTHUR EDWIN, Smethwick, Staffs Nov 19 at 11.30 Off Rec, Ruskin chmbrs, 191, Corporation st, Bir-
 mingham
 GROVE, CHARLES HENRY, Bury St Edmunds, Insurance Agent Nov 16 at 12 Angel Hotel, Bury St Edmunds
 MACDONALD, Sir ARCHIBALD, Pall Mall Nov 21 at 12 Bankruptcy bldg, Carey st
 SACKETT, JOHN STEPHEN, Margate, Grocer Nov 16 at 11 Off Rec, 62A, Castle st, Canterbury
 SOUTHALL, THOMAS, Kidderminster, Colour Foreman Dec 12 at 2 Lion Hotel, Kidderminster
 VICKERS, CHARLES LISTER, Gately, Chester, Shipper's Clerk Nov 19 at 3 Off Rec, Ryromat, Manchester

ADJUDICATIONS.

BELLAMY, ARTHUR WILLIAM, Emanuel rd, Balham Wandsworth Pet July 3 Ord Nov 6
 BIRD, JOHN FREDERICK WILLIAM, Willesden, Middx Brentford Pet Oct 2 Ord Nov 6
 BRANWOOD, ALFRED JAMES, Rhos on Sea, Carnarvon, Stock Broker Liverpool Pet Nov 7 Ord Nov 7
 CRABTREE, JONAS, Lightcliffe, Yorks, Grocer Halifax Pet Nov 2 Ord Nov 6

LOHRRAIR, JAMES GRIEVE, Richmond, Surrey, Consulting Engineer Dec 9 Holt, Gray's Inn sq
 LOWNE, WILLIAM CHARLES DEACON, Norwich Dec 1 Hill & Son, Norwich
 MATCHAM, GEORGE, Tunbridge Wells Dec 15 Friend, Tunbridge Wells
 MCCORAGHER, MAURICE EDWIN, Westward Ho, Devon Dec 21 Field & Co, Lincoln's Inn fields
 NORCLIFFE, HENRY, Liverpool Dec 15 Toulmin & Co, Liverpool
 OXLEY, JOHN THOMAS, Stowe, Bucks, Estate Agent Dec 31 Hearn & Hearn, Buck-
 ingham
 PAGE, JOHN, Shirley, Birmingham Dec 21 Walford, Birmingham
 PALMER, JANE ELIZABETH, California, U.S.A Dec 8 Maitland & Co, Knight Ridge
 PRICE, BENJAMIN, Liverpool Jan 7 Berry & Co, Liverpool
 REEKS, WALTER, Leigh on Sea, Essex Dec 6 Bocerott, Leigh on Sea
 RICHARDS, WILLIAM HENRY, Plymouth Dec 8 Jago, Plymouth
 RIDDLES, SARAH, Croydon Dec 14 Rowland & Hutchinson, Croydon
 ROBERTS, ANN, Glazebrook, nr Manchester Dec 12 Jeans & Son, Warrington
 ROBERTS, EDWIN TURNER, Clement's inn Dec 17 Helder & Co, New ct, Carey at
 SMITH, ANDREW, Offord rd, Islington, Pianoforte, Manufacturer Dec 31 King & Co,
 Dowgate hill
 TAYLOR, LANCELOT FREDERICK, South Woodford, Essex Dec 5 Preston & Son,
 Norwich
 THOMPSON, MARY, St Helens, Lancs, Draper Dec 10 Webster, St Helens
 VITTAY, Rev Sir VIVIAN DONNINGHAME, Trelowarren, Cornwall Dec 21 Grylls & Co,
 Histon, Cornwall
 WARNER, HENRY, Poppy rd, New Cross Dec 31 Wootton & Son, London Wall
 WALKER, WILLIAM, Nottingham, Babbins and Carriage Maker Nov 30 Walker &
 Hanson, Nottingham
 WHITE, ROBERT SAMUEL, North Shields Dec 12 Brown & Holliday, North Shields
 WHITE, WILLIAM STEPHENS, Eastcheap, Dried Fruit Merchant Dec 20 Aird & Co,
 Brabant ct
 WHITING, THOMAS, Camden rd Dec 31 Danby & Co, Fenchurch st
 WHITWORTH, CATHERINE, St Agnes, Cornwall Dec 3 Hancock, Truro

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BARNARD, GRACE, Brighton Dec 9 Marshall & Son, Ipswich
 BELL, THOMAS, Carlisle Dec 15 Wright & Co, Carlisle
 BENNETT, MARGARET ANN, Falmouth Dec 10 Rogers & Son, Falmouth
 BLAKE, ADOLPH, Baxton, Derbyshire, Traveller r Dec 15 Bullock & Co, Manchester
 COTT, MARY, Coseley, Stafford Nov 30 Hall & Co, Bilston
 CASHMAN, SARAH HELEN, Carr st, Limehouse Dec 20 Cowl, Bow rd, Bow
 CHALLIS, WILLIAM HENRY, Enfield Dec 31 Lovell & Co, Gray's Inn sq
 DOLBY, SAMUEL, Bath, Farmer Dec 31 Warren, Eye, Suffolk
 FRELKIN, RICHARD STUART DUNCAN, Gunnersbury av, Baling Nov 10 Brown, The
 Mall, Ealing
 GREEN, ROBERT JOHN, Leigh on Sea, Essex Dec 22 Pearce & Nicholls, New ct, Lin-
 coln's inn
 GRINWOOD, THOMAS, Brighton Dec 9 Marshall & Son, Ipswich
 HALL, ELIZABETH, West Kirby, Chester Dec 12 Woolcott & Co, West Kirby
 HALLIWELL, MARGARET, Blackpool Nov 17 Callis, Bla kpool
 HALLIWELL, JOHN, Bolton, Brewer Nov 17 Callis, Blackpool
 HEWISON, WALTER HENRY, Keswick, Cumberland, Musician Dec 31 Tasker & Co
 Scarborough
 HOARE, LYDIA JANE ISABELLA, Shere, Surrey Dec 3 Tylee & Co, Essex ct, Strand
 HUMPHREYS, ARTHUR, Tomlins g, Bow, Station Master Dec 20 Cowl, Bow rd, Bow
 JARVIS, CHARLES EDWARD, Nottingham Dec 10 Day & Johnson, Nottingham
 LITTLE, JANE DIXON, Branksome Park, Dorset Dec 18 Mooring & Co, Bournemouth
 MATTHEW, WILLIAM, Marton cum Moxy, Yorks, Farmer Nov 30 Wood, York
 MIDDLEBROGH, GEORGE RUDD ROBINSON, Bridlington, Yorks, Malster Dec 31 Per-
 kins, South Miford
 MILESTONE, JOHN HENRY, Cottingham, Yorks, Feeding Cake Manufacturer Dec 13
 Moss & Co, Hull
 MINTIE, ROBERT GEORGE FREDERICK, Gravesend, Licensed Victualler Dec 10 Mit-
 chell & Macartney, Gravesend
 MONDAY, JOSEPH CTEIL, Walton on Thames Dec 12 Baynes, Bexleyheath, Kent
 MURPHY, JAMES, Caversham rd, Kentish Town Dec 13 Slaughter & May, Austin
 OGLE, GEORGE HENRY, Pocklington, Yorks, Retired Farmer Dec 27 Robson,
 Pocklington
 PERKIN, FREDERICK KITSON, Wakefield, Jeweller Dec 15 Fernandes & Greaves,
 Wakefield
 PERRY, SAMUEL, Walsall, Steel Smelter Jan 1 Evans & Sons, Walsall
 PRATLEY, LOUISE, Cheltenham Dec 12 Abel & Co, Cheltenham
 QUINON, JESSE WILLIAM, St Stephen's rd, Hounslow Dec 17 Greville-Smith, Thanet
 House, Strand
 RIVERS, JANE, West Walsall Jan 1 Evans & Son, Walsall
 ROCKLEY, FANNY LOUISE, Plymouth Dec 10 Rodd & Son, Plymouth
 SANDERSON, ALAN, Skegness Dec 20 Cranwick & Co, Leeds
 SIMPER, HENRY WILLIAM, Falkland rd, Hornsey Dec 31 Mote & Son, Gray's Inn sq
 SOBEY, EDWIN, Truro, Bats Collector Nov 30 Bonetta, Truro
 SPENCER, JANE GERTRUDE, Queen walk, Ealing Dec 15 Sandford & Co, Howard House,
 Arundel st
 STEVENSON, CHARLES GRANT, Argyle rd, West Ealing Dec 24 Norris & Co, Martin's la
 Cannon st

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RECEIVING ORDERS.

BAKER, JAMES ERNEST, Margate, Builder Canterbury Pet Oct 24 Ord Nov 10
 DENBY, BEATRICE, Rotherham, Yorks Sheffield Pet Nov 9 Ord Nov 9
 GORDON, ABRAHAM, King Edward st, Westminster, Assistant High Court Pet Nov 8 Ord Nov 8
 JOHNSON, WILLIAM HENRY, Kingston upon Hull Pet Nov 9 Ord Nov 9
 LEVY, DAVID, Walthamstow, Tobacco Merchant High Court Pet Nov 9 Ord Nov 9
 PERKIN, JOHN THOMAS, Taplow, Buckingham, Farmer Windsor Pet Oct 10 Ord Nov 3
 PICKLES, JOHN ARTHUR, West Derby, Liverpool, News-
 agent Liverpool Pet Nov 8 Ord Nov 8
 PINNEGAR, WILLIAM GEORGE, Six Bells, Mon, Plumber Teddgar Pet Nov 9 Ord Nov 9
 ROBINSON, FREDERICK, Darlington, Durham, Cinema Pro-
 prietor Stockton on Tees Pet Nov 9 Ord Nov 9
 WARD, ALICE MARY, Leicester Walsfield Pet Oct 26 Ord Nov 8

Amended Notices substituted for those published in the London Gazette, 9th November:

BELL, GEORGE R., Southampton st, Strand High Court Pet Sept 29 Ord Nov 6
 BRITISH DYEWARE AND CHEMICAL CORPORATION, Bank Chambers, Finsbury Park High Court Pet Oct 10 Ord Nov 6

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